

RFA# 1209120315

**New York State Department of Health
Center for Community Health
Division of Chronic Disease Prevention
Bureau of Chronic Disease Control**

Request for Applications

Integrated Breast, Cervical and Colorectal Cancer Screening Program

Key Dates

RFA Release Date: February 6, 2013

Applicant Conference/Webinar: February 14, 2013 1:00 p.m.
(Applicant Conference/Webinar Registration deadline: February 13 3:00 p.m.)

Letters of Interest Due: (Strongly Encouraged) February 22, 2013

Questions Due: February 22, 2013

RFA Updates Posted: March 8, 2013

Applications Due: April 17, 2013 3:00 p.m.

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I. Introduction

A. *Intent*

The New York State Department of Health (NYSDOH) seeks applications to implement cancer screening programs to reduce morbidity, mortality and health related disparities among New York State (NYS) residents. These programs will promote and provide comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations in the state, and provide comprehensive screening and diagnostic services to eligible uninsured and underinsured men and women.

Contractors will build program infrastructure and capacity to promote evidence-based cancer screening services at the population level. In anticipation of implementation of the Patient Protection and Affordable Care Act (PPACA), awarded applicants may also participate in planning activities and receive training to implement incrementally over the full grant period, evidence-based policy, systems and environmental changes to promote screening services among the insured population, with the goal of reducing morbidity and mortality from breast, cervical and colorectal cancers among all New Yorkers.

B. *Background*

The NYSDOH seeks to reduce the burden of cancer for all New Yorkers through the coordination and implementation of population-based and evidence-based strategies across the cancer care continuum – from prevention, to early detection, diagnosis and treatment, through survivorship. NYSDOH programs raise awareness about and support cancer prevention efforts focusing on such areas as tobacco control, reductions in exposure to harmful ultraviolet rays, and improved access to healthy foods and opportunities for physical activity.

NYSDOH is an active member in the New York State Cancer Consortium (the Consortium), supporting the Consortium's goal of reducing the overall burden of cancer through priority action areas outlined in the NYS Comprehensive Cancer Control Plan. A copy of the full plan and information about the Consortium can be accessed on the Consortium website at:

<http://www.nyscancerconsortium.org/>

New York State Cancer Consortium Priority Areas for Action
<p>Health Promotion and Cancer Prevention - All New Yorkers will have current, evidence-based information, resources and opportunities to adopt and maintain health-promoting behaviors and to reduce the risk of cancer.</p> <p>Early Detection – All New Yorkers will receive age-appropriate, evidence-based, guideline-driven screening services for the early detection of cancer.</p> <p>Treatment – All New Yorkers will have access to high quality, comprehensive cancer care at an affordable cost.</p> <p>Survivorship – All New Yorkers will have equal access to evidence-based, evidence-informed and guideline-driven services and appropriate, high-quality follow-up care that supports cancer survivors, families and caregivers.</p> <p>Palliative Care – All New Yorkers will have access to evidence-based, evidence-informed and guideline-driven patient and family-center palliative care services.</p> <p>Health Care Workforce – All New Yorkers will have access to an adequate supply of health care providers with demonstrated competencies in cancer prevention, detection, treatment, supportive services and palliative care.</p>

NYSDOH supports the Consortium's efforts by providing data on the nature and extent of the cancer problem in NYS, implementing evidence-based programs and evaluating the efficacy of cancer control efforts.

The NYSDOH aims to increase the proportion of men and women in New York State who are up-to-date on recommended preventive cancer screenings. This is accomplished through:

- increasing public and health care provider awareness about the importance of guideline-concordant cancer screening;
- assisting underserved populations to access and navigate available cancer screening, diagnostic and treatment services through local service region contracts;
- integrating guideline-concordant cancer screening into the care received by men and women throughout NYS; and,
- implementing evidence-based policy, systems and environmental change strategies to promote cancer screening.

The NYSDOH Cancer Services Program (CSP) oversees the delivery of comprehensive breast, cervical and colorectal cancer screening and diagnostic services to eligible uninsured and underinsured individuals in NYS through local screening programs. Contractors develop relationships with regional providers (e.g., hospitals, clinics, health care providers) and community-based organizations to conduct outreach to priority populations, provide screening, diagnostic and case management services, public education, data management and quality assurance, as well as other activities outlined later in this document. The contractor and its partners also assist individuals diagnosed with breast, cervical, colorectal or prostate cancer in obtaining prompt, comprehensive treatment through the NYS Medicaid Cancer Treatment Program (MCTP), if eligible. Eligible individuals may receive full Medicaid coverage for the duration of their cancer treatment. NYSDOH does not support routine population-based screening for prostate cancer. However, men screened and/or diagnosed with prostate cancer through participating providers are eligible for treatment coverage through the MCTP. Currently there are 41 contracts serving all NYS counties under contract. A list of current contractors is provided in [Attachment 1](#).

C. Statement of the Problem

Effective, affordable, population-based screening tests have been developed for breast, cervical and colorectal cancer. These tests serve as effective tools to detect precancerous cell changes and cancerous tumors and have been successful in reducing overall cancer incidence and mortality. The screening tests supported by the NYSDOH are based on evidenced-based guidelines published by reputable organizations such as the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, United States Preventive Services Task Force, the National Comprehensive Cancer Network, the National Cancer Institute, the American Cancer Society, the American College of Obstetricians and Gynecologists and the American Society for Colposcopy and Cervical Pathology.

Breast Cancer

Breast cancer is the second leading cause of cancer-related death among women in NYS. Nearly 14,200 NYS women are newly diagnosed with breast cancer and approximately 2,800 die from the disease each year.

Mammography is recommended to detect breast cancer in its earliest, most treatable stage. Research from clinical trials demonstrates that mammography can reduce breast cancer mortality by more than 30 percent. Additionally, several studies have estimated the proportion of breast

cancers identified by clinical breast exam (CBE) that were not detected by mammography to be between 4.6% - 5.9%. Despite the efficacy of mammography in combination with CBE in the early detection of breast cancer, recent information from the NYS Behavioral Risk Factor Surveillance System indicates that women ages 40-74 years without health insurance are significantly less likely to have had a mammogram within the last two years than women with health insurance.

Cervical Cancer

While cervical cancer is largely preventable through regular screening tests and follow-up, approximately 900 women are newly diagnosed with cervical cancer and about 300 women die from the disease each year in NYS. The Pap test (or Pap smear) is one of the most reliable and effective screening tests available to prevent cervical cancer. The Pap test detects cervical cell abnormalities that could become cervical cancer without proper treatment. The United States Preventive Services Task Force strongly recommends screening for cervical cancer in women ages 21 to 65 years with a Pap test every three years or, for women ages 30 to 65 years who want to lengthen the screening interval, screening with a combination of a Pap test and human papillomavirus (HPV) testing every 5 years. In 2010, 88.6 percent of women ages 21 to 65 years reported having a Pap test within the past three years, which is below the Healthy People 2020 goal for 93.0 percent of women ages 21 to 65 years to have received a cervical cancer screening based on the most recent guidelines. There are some subpopulations that are less likely to be screened. In NYS, women without health insurance are significantly less likely to have received a Pap test in the past three years (70.6%) compared to women with health insurance (85.3%). Almost half of all cervical cancers occur in women who have never been screened for cervical cancer or in those who have not been screened within the past five years. Increasing screening rates among women who are rarely or never screened would result in the largest impact toward reducing the incidence and mortality of cervical cancer.

Colorectal Cancer

Colorectal cancer is one of the most common cancers among New Yorkers. In NYS, colorectal cancer is the fourth most frequently diagnosed cancer and the second leading cause of cancer deaths in men and women. Each year in NYS, about 4,900 men and 5,100 women are diagnosed with colorectal cancer and nearly 1,700 men and 1,800 women die from this disease.

Early colorectal cancer detection increases survival rates. Studies show that regular and appropriate screening of individuals aged 50 and older using high-sensitivity fecal tests (either the fecal occult blood test (FOBT) or the fecal immunochemical test (FIT)) or colonoscopy, and polyp removal when detected, can prevent colorectal cancer. Once again, despite the availability of effective screening modalities, men and women who are uninsured or have low incomes are less likely to have been screened for colorectal cancer. Black and Hispanic men and women are the least likely to have had colorectal cancer screening.

D. Application Components

There are two components to this RFA (A and B). The components vary by service region, eligibility, scope of work, required functions and staffing, as follows:

Component A

- Service regions are in upstate New York and Long Island. One award will be made per service region, with the exception of Suffolk County in which up to two awards will be made.

- Each awardee will receive three contracts, 1) a state contract to support infrastructure costs (personnel and other than personnel services (OTPS)) to operate the program and implement all required activities listed in the Scope of Work, renewed each April, throughout the four-year, nine-month grant period, 2) a state reimbursable services contract for the entire, four-year, nine-month grant period to reimburse clinicians and laboratories for services rendered to eligible clients, and 3) a reimbursable services contract with Health Research, Inc. (HRI)* renewed annually to reimburse clinicians and laboratories for services rendered to eligible clients.
- Contingent upon State appropriations, up to \$4,312,500 is available for the first 9-month contract period to support up to 34 infrastructure contracts for awards in the service regions identified on page 7. Contingent upon State appropriations, up to \$5,417,662 is available in combined state and federal funds to support reimbursable clinical services contracts for awards in Component A service regions, identified on page 7.
- Awardees will be responsible for directly reimbursing health care providers and clinical laboratories for services rendered.
- Implementation of patient navigation systems as a method of in-reach is optional.
- Contractors should employ a professional position, recommended at a minimum .50 FTE, for a Program Coordinator.
- Applicants will propose a staffing pattern that fulfills the program coordinator position and the following required functions: 1) public education and targeted outreach, 2) case management, 3) intake and eligibility assessment, 4) data management and 5) fiscal management functions. No sample staffing pattern is provided.

**Health Research, Inc. (HRI) is a not-for-profit corporation affiliated with NYSDOH whose mission is to independently assist the NYSDOH to effectively evaluate, solicit and administer external financial support for NYSDOH projects.*

Component B

- Service regions are identified on page 7 and are in downstate NY. One award will be made per each service region.
- Each awardee will receive only one state contract to support program infrastructure costs to operate the program, renewed each April, throughout the four-year, nine-month grant period.
- Contingent upon State appropriations, up to \$2,267,084 is available for the first 9-month contract period to support up to six (6) awards for Component B infrastructure in the service regions identified on page 7.
- Preferred applicants are health care systems, hospitals, or primary care networks.
- Awardees are NOT responsible for directly reimbursing clinicians and laboratories for clinical services; reimbursement will be issued directly to providers by NYSDOH, HRI or their designated fiscal agent.
- Successful applicants under Component B will operate the cancer screening program for eligible un and underinsured individuals and will also serve as demonstration projects that will inform the implementation of future programs to increase cancer screening through health systems change interventions that seek to increase cancer screening among the general population, including the un and underinsured and the insured, once the PPACA is fully implemented.

- Contractors are required to implement patient navigation systems within their own health care systems, as well as other systems throughout the service area, as a method of in-reach.
- Contractors should employ a professional position, recommended at a 1.0 FTE, for a Program Coordinator.
- Applicants will propose a staffing pattern that fulfills the program coordinator position and the following required functions: 1) public education and targeted outreach, 2) clinical care coordinator, 3) case management, 4) patient navigation, 5) intake and eligibility assessment, 6) data management and 7) fiscal management functions. A sample staffing pattern is provided.

E. Funding

It is anticipated that up to 40 awards will be made as a result of this RFA process. The highest scoring application in each service region will be awarded funding, with the exception of Suffolk County where up to two awards may be made. Contingent upon appropriations, a total amount of up to \$6,579,584 is available to support 40 infrastructure contracts for the first 9-month contract period; up to approximately \$4,312,500 is available to support up to 34 awards for Component A infrastructure contracts and up to approximately \$2,267,084 is available to support up to six (6) awards for Component B infrastructure contracts in the first 9-month contract period. It is anticipated that approximately \$11,774,528 will be available in both state and federal funds to support reimbursable clinical services for all 40 awardees in the first 9-month contract period.

[Attachment 2](#) provides a list of the anticipated maximum values for the infrastructure contracts and the maximum values of combined state and HRI clinical services allocations for each service region, for the first 9-month contract period, from July 1, 2013 through March 31, 2014. Two separate potential infrastructure contract values are provided for each service region; one for those organizations currently holding CSP cancer screening partnership contracts for a designated service region, the other for organizations that do not currently hold CSP cancer screening partnership contracts for a designated service region. These differences in contract values address the differences in the capacity and need for startup activities between these two types of applicants. For example, lower contract values for new contractors reflect the need to hire and train staff in the first few months of the contract period, whereas current contractors may have staff prepared to begin required activities in the first month. The contract values are pro-rated 9-month values, based on anticipated 12-month contract values in future contract years. All actual contract values are contingent upon budget appropriations.

[Attachment 2](#) also provides the estimated number of eligible persons that could be provided with comprehensive screening and diagnostic services per service region, based on the values of the combined state and HRI clinical services allocations (please note that these are estimates only). Successful applicants are not guaranteed awards of the total maximum amounts available for each region. Actual awards will be calculated based upon the area of the state to be served and the scope of work, staffing, and functions to be implemented in the contracts, as well as budget appropriations.

Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) ([Attachment 3](#)). The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding. The scope of work over the grant period may change; values of these contracts may, therefore, shift over the grant period as a result of the implementation of the PPACA and higher rates of insurance coverage in the general population. In addition, at some time during the grant period,

NYSDOH may transition provider reimbursement activities to the NYSDOH or a designated fiscal agent for awardees under Component A.

Infrastructure contracts will be renewed each April over the four-year, nine-month grant period, with an anticipated start date of July 1, 2013 and an end date of March 31, 2018. Levels of funding for future years will be based on funding availability, contractor performance, ability to provide screening and diagnostic services and expend the reimbursable clinical services allocations and compliance with all contract requirements. The contract may be ended earlier than March 31, 2018 dependent upon federal guidance and implementation of the PPACA; it is anticipated that incremental changes will be made to the scope of work over the course of the grant period to gradually reduce the emphasis on reimbursement of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to increase cancer screening among all populations across the State.

II. Who May Apply

There are two components to this RFA. The component under which an application is made is based on the region to be served. The eligibility requirements, scope of work, staffing and required functions vary by component and should be reviewed carefully.

A. Service Regions

The NYSDOH seeks to serve program-eligible residents in every county and borough of the state. Service regions for applications under each component are listed below.

Applicants that propose to serve a region listed below must ensure that required activities are implemented throughout the entire service region. For example, an applicant choosing to serve Allegany County must ensure that required activities are also implemented in Cattaraugus County.

Component A – Service Regions

Albany	Fulton and Montgomery	Oswego
Allegany and Cattaraugus	Genesee and Orleans	Rensselaer
Cayuga	Hamilton, Warren and Washington	Saratoga
Chautauqua	Herkimer, Madison and Oneida	Schenectady
Chenango, Broome and Tioga	Lewis and Jefferson	Schuyler and Chemung
Clinton	Livingston and Wyoming	Seneca, Ontario and Yates
Columbia and Greene	Monroe	St. Lawrence
Cortland and Tompkins	Nassau	Steuben
Delaware, Otsego and Schoharie	Niagara	Suffolk (2)
Erie	Onondaga	Sullivan
Franklin and Essex	Orange	Wayne

Component B – Service Regions

Bronx	Staten Island
Brooklyn	Manhattan
Queens	
Hudson Valley	
(Westchester, Rockland, Putnam, Ulster and Dutchess Counties)	

Applicants should also note:

- Multiple applications will be accepted for the same service region. However, only one award per service region will be made, with the exception of Suffolk County where up to two awards may be made.
- An applicant may be the lead organization on more than one application. However, applicants applying for multiple service regions should submit one application per region. If an applicant is awarded contracts for multiple service regions, only one NYSDOH infrastructure, one NYSDOH reimbursable clinical and laboratory services and one HRI reimbursable clinical and laboratory services contract will be issued. (For Component B applicants, only one NYSDOH infrastructure contract will be issued.) Award amounts may be modified to reflect implementation of a unified, cohesive program, covering the full scope of work, staffing needs and functions throughout the revised service region.
- Applications will be accepted only from organizations interested and able to oversee, coordinate, implement and ensure that all required activities are conducted throughout the service region. This capacity should be demonstrated through letters of support from health care providers, health care systems, county health departments and key community-based organizations throughout the service region. The applicant organization will have overall responsibility for all contract activities and will be the primary contact for the NYSDOH.
- The NYSDOH reserves the right to modify the final service regions of successful applicants to ensure sufficient program coverage statewide of the eligible priority population. In the event that there are no successful applicants for a service region with multiple counties, counties may be split, such that individual counties would be the responsibility of different successful applicants as appropriate to ensure sufficient statewide program coverage of the eligible priority population.
- The NYSDOH will determine award amounts based on available funding, service region(s), scope of work, staffing needs, and functions to be implemented in the contract.

B. Minimum eligibility requirements

Eligible applicants for both Component A and Component B must be public or private not-for-profit agencies and organizations in NYS, including but not limited to: hospitals, health care systems, primary care networks, local government and public health agencies, and community-based organizations.

The successful applicant will become the contracting organization and legal entity with which the State and HRI enters into a contract.

Eligible applicant organizations for both components will attest to these requirements by completing and submitting [Attachment 4](#) – Attestation of Applicant Organization Compliance with RFA Minimum Eligibility Requirements with their applications.

C. Preferred eligibility requirements

Component A Applicants Only:

Preference will be given to those applicants that demonstrate the experience and ability to process payments to reimburse health care providers and clinical laboratories for eligible clinical services rendered.

Component B Applicants Only:

Preference will be given to applicant organizations that are health care systems, hospitals, or primary care networks. Component B grantees will operate the cancer screening program for eligible un and underinsured individuals and will also serve as demonstration projects that will inform the implementation of future programs to increase cancer screening through health systems change interventions that seek to improve cancer screening among the general population, including the un and underinsured and the insured, once the PPACA is fully implemented.

Therefore, the program model to be used by Component B applicants requires work to implement activities within health care facilities or systems in the service region to:

- create efficient and effective systems to identify individuals in need of cancer screenings;
- educate individuals about the need for cancer screening and remind and navigate individuals into screening;
- assist individuals in obtaining prompt cancer screening, diagnostic and treatment services, with timely follow-up at all points in the care continuum; and,
- build demand for cancer screening among individuals residing in the service region.

Successful Component B applicants will demonstrate a unified, cohesive program, using this model, which serves the entire region. Preference will be given to Component B applicants that represent and are able to engage Federally Qualified Health Centers, health networks, safety net organizations and others outside of their own health care systems as principal partners and providers within the service region.

For Both Component A and Component B Applicants:

Preference will be given to applicants that:

- demonstrate expertise administering cancer screening services to eligible priority populations;
- are able to provide all screening services throughout the entire proposed service region;
- are experienced in building collaborative relationships with community organizations and health care providers to address major health issues in the community;
- demonstrate a history of working with individuals who experience barriers to services due to race, age, disability, sexual orientation, gender identity, socio-economic status and/or geographic location;
- demonstrate the ability to support high quality breast, cervical and colorectal cancer screening promotion and provision activities through policy approaches, health systems change and outreach strategies, with the goal of improving the delivery and use of clinical and other preventive services; and
- retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization and identify subcontracting agencies (if proposed) or how they will select subcontracting agencies.

Preference will be given to applicants who have in place, or develop and implement within one year of the contract start date, a comprehensive healthy foods policy for their organization, including use of healthy meeting guidelines ([Attachment 5](#)). If an applicant does not provide food on-site for staff or visitors (e.g., has no cafeteria, vending machines, stores, etc. under its organization's control), the applicant should have in place or develop and implement within one year of the contract start date healthy meeting guidelines, which establish that only healthy foods

will be provided at organization-sponsored meetings and events. Applicants should complete, sign and submit the Comprehensive Healthy Foods Policy Status and Intent Attestation ([Attachment 6](#)) with their application stating that they have or will develop and implement such policies.

III. Project Narrative/Work Plan

A. *Expectations of the Project*

Successful applicants will promote comprehensive, guideline-concordant breast, cervical and colorectal cancer screening services among age-appropriate populations in their service region. They will also coordinate the provision of integrated cancer screening services to eligible individuals, with an emphasis on priority populations.

For the purposes of this Request for Applications, the eligible population, priority populations and integrated cancer screening services are defined as:

- *Eligible Population* – Eligibility is based on client income, health insurance status, age and other personal criteria such as risk status. Individuals meeting all the criteria are eligible to receive services. These criteria are:
 - Individuals whose household income is at or below 250% of the Federal Poverty Guideline (FPG) or who live above 250% of the FPG but attest, on a client consent form, they are unable to afford the cancer screening services offered by the program. Individuals who are uninsured or underinsured. These are individuals who lack health insurance, whose health insurance does not cover cancer screening services, or who cannot meet their deductible obligations (including monthly spend down or co-payments) for purposes of accessing coverage under their health insurance and who attest, prior to services being performed, that they are unable to proceed with cancer screening because of these financial obligations.
 - Women aged 40 and older are able to receive breast and cervical cancer screening. Men and women aged 50 and older are able to receive colorectal cancer screening. Other criteria, such as family history, also contribute to screening eligibility. For example, women under age 40 determined to be at high risk or with clinically significant findings for breast cancer may be eligible for breast cancer screening through the program. Similarly, men and women younger than 50 years old at increased risk for colorectal cancer may be eligible for screening. Men at higher risk for breast cancer based on a personal or family history of breast cancer, who are currently experiencing breast symptoms and who also meet all other eligibility criteria, may be eligible for the program.

A full description of the eligibility criteria and the client consent form may be found in the CSP, Operations Manual posted along with this RFA at www.health.ny.gov/funding/#rfa.

- *Priority Populations* – The term priority populations refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical and colorectal cancer. These priority populations include:
 - Individuals ages 50 to 64;
 - Women aged 40 and over who are rarely or never screened for cervical cancer (those women who have never had a Pap test or have not had a Pap test within the last 5 years); and,

- Individuals who are medically unserved or underserved including, but not limited to, individuals who experience barriers to services due to race, ethnicity, age, disability, sexual orientation, gender identity, socio-economic status; cultural isolation and/or geographic location.
- *Integrated Cancer Screening Services* – The provision of all appropriate cancer screening services for which an individual is eligible. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline concordant breast, cervical and colorectal cancer screenings.

In anticipation of the implementation of PPACA, incremental changes may be made to the scope of work over the award period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening on a population level. Successful applicants will be expected to demonstrate definitive, annual progress toward implementation of such activities (See [Attachment 7](#)).

B. Scope of Work

Note that the following scope of work and required activities, staffing and functions apply to applicants for both Component A and Component B, unless otherwise stated.

Successful applicants are required to implement, manage and oversee across the entire service region for which they are applying the activities listed below under the guidance of the NYSDOH and in accordance with the Cancer Services Program Operations Manual. A copy of the Operations Manual is posted along with this RFA at www.health.ny.gov/funding/#rfa. It is anticipated that successful applicants will be able to meet or exceed Program Performance Measures as outlined in [Attachment 8](#).

Successful applicants will be provided with and should plan for a start-up period to allow sufficient time to hire staff to fulfill required functions, develop and implement operational systems and assist with the transition of clients from former contractors serving the same region, as applicable. It is anticipated that this start-up period will begin on July 1, 2013 and end no later than October 31, 2013. Under the direction of the NYSDOH, contractors will complete all transition and start-up activities prior to initiation of cancer screening services, per the "Contractor Start-up Checklist" provided as [Attachment 9](#).

Applicants may subcontract components of the scope of work (e.g., Public Education and Targeted Outreach), but it is required that the applicant retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for the NYSDOH.

1. Program Management and Leadership

The lead organization (contractor) will have overall responsibility for all contract activities and will be the primary contact for the NYSDOH. They will coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner. The lead organization will also ensure that any barriers to implementation of the required activities are promptly addressed to reduce potential effects on program performance. In addition, the lead organization will:

- Under the direction of the NYSDOH, complete all transition and start-up activities per the Contractor Start-up Checklist, [Attachment 9](#). All transition and start-up activities should be initiated beginning July 1, 2013 and completed no later than October 31, 2013.
- Under direction of the NYSDOH, assist with the transition of clients from former contractors serving the same region to ensure existing clients are offered timely screening and diagnostic services, referrals to treatment and assistance enrolling in the MCTP, as needed.
- Serve as the point of contact with community members, providers, partners and other organizations in the service region.
- Manage the day-to-day operations of the local screening program.
- Monitor, review and revise activities according to monthly performance measure reports, budget monitoring tool and other performance indicators. (See [Attachment 8](#), Program Performance Measures)
- Submit, in a timely manner, complete and accurate annual work plans, budgets, semi-annual reports and other deliverables, as required by the NYSDOH.
- Ensure a qualified staffing structure, addressing all functions as described in the section Required Staff and Key Functions and systems to recruit, hire and train staff in a timely manner. Ensure that proposed staff covering required staffing and key functions are hired within a timely period upon initiation of contract. Staff should be trained and fully operational by the fourth month of the contract period.
- Ensure that the service region has sufficient Designated Qualified Entities (DQEs) – individuals authorized to complete applications for enrollment in the Medicaid Cancer Treatment Program – to meet the needs of the client population.
- Submit, in a timely manner, contact information for key staff as requested by NYSDOH to ensure that the CSP database, public website and toll-free recruitment phone line database are accurate and up-to-date. This information is maintained by the NYSDOH to facilitate communication with and between contractors, as well as to provide contact information for statewide promotion of the program conducted by NYSDOH.
- Ensure that all staff attends NYSDOH-sponsored trainings and contractor meetings as directed.
- Participate in annual comprehensive contract monitoring site visits, as requested and directed by the NYSDOH.
- Implement reciprocal referral systems whereby clients are directed to Facilitated Enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance programs and clients not eligible for public insurance programs are directed to the participating providers for needed services.
- Collect and submit, via a performance management tracking system, information and data regarding program implementation and short term and long term outcomes as required by the NYSDOH. When available, the performance management tracking system will be provided by the NYSDOH.
- Under the direction of the NYSDOH, participate in and/or coordinate the planning and implementation of local sustainability activities to increase public support for the local screening program including but not limited to media/promotional activities (letters to the editor, newspaper articles, etc.), educational visits to inform community members and decision makers about the impact of cancer, the unmet need and how the local program addresses the problem in the community. Educational messages will be provided by NYSDOH.

- Under the direction of the NYSDOH, oversee the implementation of policy, systems and environmental change strategies to promote cancer screening among age-appropriate populations across the state.
- Under the direction of the NYSDOH, oversee and coordinate close out activities at the end of the grant period to ensure the smooth transition of clients and continuity of care, as well as complete data management and provider reimbursement.

2. Partnering, Coordination and Collaboration

The lead organization will build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services at the population level and among the eligible populations throughout the proposed service region. The lead organization will:

- Collaborate with and actively engage organizations and individuals, throughout the service region, with the knowledge, skills and resources to reach the eligible and priority populations to assist in implementing all required activities. Such organizations should include key strategic partners (e.g., American Cancer Society, Susan G. Komen for the Cure, local health departments, NYS Cancer Consortium members, health care systems and providers) and may include public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies, media, Federally Qualified Health Centers, worksites, groups serving individuals with cancer and their families, cancer survivor organizations and others.
- Develop and implement a plan to regularly communicate with partners and providers about program services and operations. Such communication may be in writing, via phone, webinar and in-person meetings.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and in-reach recruitment activities to build demand for and provide screening services for eligible priority populations throughout the service region.
- Ensure that relationships are developed between providers and community organizations to establish referrals for client services not reimbursed through the Cancer Services Program (e.g., child care, transportation, medical equipment).
- Over the course of the grant period and under the guidance of the NYSDOH:
 - Collaborate with and actively engage partners to increase awareness of effective policy, systems and environmental (PSE) change intervention approaches, such as those outlined in the Centers for Disease Control and Prevention's Guide to Community Preventive Services (<http://www.thecommunityguide.org/index/html/>), that support cancer screening promotion and provision activities.
 - Facilitate planning processes to identify, develop and plan PSE interventions which build demand for cancer screening, especially among priority populations, throughout the service region; and,
 - Ensure active contractor, partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities; collaborate with other organizations on common goals regarding cancer prevention and detection. The NYS Cancer Control Plan can be accessed by visiting <http://www.nyscancerconsortium.org/>.

3. Public Education, Targeted Outreach and In-reach

The lead organization will engage partners to implement evidence-based or evidence-informed strategies to promote the program, build public demand for cancer screening services, and identify eligible clients in priority populations, throughout the service region. In addition, the lead organization will ensure and coordinate implementation of client oriented screening interventions and strategies as outlined in the Centers for Disease Control and Prevention Guide to Community Preventive Services (<http://www.thecommunityguide.org/index/html>) and the National Cancer Institute's Cancer Control PLANET (<http://cancercontrolplanet.cancer.gov/>). The lead organization will also:

- Use data to identify and locate eligible priority populations throughout the service region to target and prioritize public education, outreach and in-reach efforts. It is expected that at least 75% of clients screened through the program will be ages 50 through 64.
- Ensure implementation of effective strategies for educating members of priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Ensure the delivery of clear and consistent messages about breast, cervical and colorectal cancer screening to increase the public demand for cancer screening and promote the availability of the local screening program. Such messages should be written at appropriate reading levels for those with low health literacy skills, with guidance, review and approval from NYSDOH and should include use of traditional and digital media, letters to the editor, etc.
- Collaborate with patient navigators, community health workers or other partners to provide one-on-one education to increase knowledge or influence attitudes and beliefs regarding the need for cancer screening.
- Ensure collaboration with community partners to offer and/or provide group education sessions to community groups and organizations to provide education regarding the need for screening, intention to be screened, risk/benefits of screening and appropriate screening intervals.
- Ensure strong relationships are built and developed with local media organizations.
- Coordinate partner participation in promotion and outreach activities (e.g., Main Streets Go Blue, cancer awareness month activities, other community events) as provided and directed by NYSDOH.
- Coordinate education of local decision makers, community leaders and members of the public. Provide data, facts and client/personal stories for use by partners in these activities.
- Work with partners to enlist businesses and employers throughout the service region to promote cancer screening.
- Recruit community programs working with cancer survivors to encourage survivors to be screened.
- Ensure collaboration with existing chronic disease programs in the service region to conduct joint outreach and recruitment, and to promote clinical preventive services.
- Ensure implementation of cancer screening and/or mobile mammography (where available) events to increase access to cancer screening, diagnosis and treatment services.
- Ensure the implementation of in-reach strategies within and among participating health care systems and providers to identify individuals in need of screening for breast, cervical

and/or colorectal cancer for potential enrollment in the program. Examples of in-reach strategies that may be used are listed in 3a, below.

3a. Component B Applicants Only: Patient Navigation (in-reach)

Component B applicants are required to implement patient navigation strategies to identify individuals in need of screening for breast, cervical and/or colorectal cancer. The lead organization will:

- Ensure the implementation of in-reach strategies among health care providers to identify individuals in need of screening for breast, cervical and colorectal cancer for potential enrollment in the program. In-reach strategies will include:
 - Establishing a system for querying health systems' electronic database to identify current patients in need of guideline-concordant breast, cervical and/or colorectal cancer screening.
 - Establishing a mechanism for contacting identified patients regarding needed cancer screenings, providing patient education about the importance of cancer screening and assisting them to obtain screening appointments.
 - Promoting the use of cancer screening reminder and recall systems via telephone, mail or electronic reminders to prompt eligible adults to participate in cancer screening.
 - Promoting the use of health communications strategies to promote cancer prevention and early detection to their eligible patient populations.
 - Promote office-based policies and practice-based system changes designed to support comprehensive cancer screening.
 - Provide assessment and feedback to health care providers to support comprehensive cancer screening to eligible patient populations using program data.
 - Build relationships within the health system, outside the health system and with partners to provide information about the patient navigation function. Maintain ongoing communication with system providers, non-system providers and other partners to identify "at risk" patients due to barriers to care.
- Identify patient navigation staff who will:
 - Help patients understand recommended follow-up of abnormal screening results, treatment referrals and general preventive health behaviors.
 - Contact patients who are at risk for missing screening, follow-up or treatment appointments.
 - Facilitate access to obtaining insurance coverage or a sliding fee scale for medical appointments.
 - Communicate with providers about unique patient needs, such as language and/or cultural barriers, handicapped access, etc.
 - Ensure that appropriate information is available in the patient's medical record during scheduled appointments.
 - Assist patients in understanding and navigating the health care system.

4. Provision of Health Services: Screening, Diagnostic and Case Management Activities

The lead organization will develop a network of medical care providers throughout the service region to provide eligible men and women with comprehensive, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, and, when necessary, ensure access to treatment services. The lead organization will:

- Recruit and maintain a comprehensive provider network able to provide high-quality, evidence-based breast, cervical and colorectal cancer screening services to the eligible population throughout the service region.
- Ensure that written provider agreements are obtained from all network providers within two months of initiation of contract. As part of this process, secure assurance and commitment from clinical providers to accept the rates in the Maximum Allowable Reimbursement Schedule ([Attachment 3](#)) as payment in full for services rendered.
- On an ongoing basis, ensure that there are sufficient numbers and types of providers in the network to meet the needs of the eligible population for comprehensive and timely cancer screening and diagnostic services.
- Ensure network providers are licensed and appropriately qualified and credentialed, without restrictions related to providing cancer screening services, as directed by the NYSDOH.
- Establish and monitor systems for:
 - Conducting intake activities and program eligibility assessment for new clients for guideline-concordant breast, cervical and colorectal cancer screening. This may be accomplished through a centralized, decentralized, or combined centralized and decentralized intake model. In a centralized intake model, lead organization staff identify potential clients and act as the first point of contact, assess eligibility, conduct client intake, complete intake forms, schedule appointments and conduct other related administrative tasks. In a decentralized intake model, client identification, eligibility assessment, intake, form completion, scheduling and other administrative tasks take place at many different sites including the lead organization, individual providers, partner organizations, etc. Additional consideration will be given to applicants proposing a more centralized process where the majority of intake is done at a central location and not primarily dispersed among participating providers. Intake systems will include provisions for ensuring client information and signed consent forms, as required by NYSDOH, are obtained prior to the provision of services. Eligibility assessment systems will include documentation that eligibility criteria have been reviewed for each client. It is expected that at least 75% of clients screened through the program will be ages 33 through 64.
 - Recalling existing clients for rescreening at appropriate intervals.
 - Reporting the results of screening and diagnostic testing to the NYSDOH in a timely manner, as outlined in the Program Performance Measures ([Attachment 8](#)) and the Operations Manual.
 - Referring clients in need of treatment for breast, cervical or colorectal cancer for enrollment in the Medicaid Cancer Treatment Program (MCTP). Referring men meeting program eligibility criteria and screened and/or diagnosed with prostate cancer by network providers for enrollment in the MCTP. It is expected that 100% of the MCTP eligible clients will be enrolled in the MCTP. *Note: The NYSDOH does not currently support routine population-based screening for prostate cancer and, therefore, does not reimburse for prostate cancer screening.*

- Ensure that men and women with abnormal screening results are assessed for their need for case management services and ensuring such services are provided to those in need. Case management involves working with partners and community resources to assist clients in overcoming barriers to timely diagnostic and treatment services. Case management may be accomplished through a centralized process (lead organization hiring dedicated case management staff), a decentralized process (lead organization working with staff of network providers) or a combination of both. Case management activities include:
 - Ensuring men and women in need of follow-up receive comprehensive, coordinated care in a timely manner, as indicated in the Program Performance Measures ([Attachment 8](#)), based on their individual needs.
 - Ensuring individual written care plans, including periodic reassessment and follow-up of the client's needs throughout the duration of care, are developed, implemented and evaluated for client satisfaction.
 - Developing relationships with community organizations that provide resources to address barriers individuals may encounter during diagnosis, evaluation and treatment.
- Ensure that network providers are committed to treat men and women diagnosed with breast, cervical or colorectal cancer, or precancerous cervical lesions, who do not qualify through the MCTP, regardless of the client's ability to pay.
- Ensure that only eligible clients receive program services. Clearly communicate program eligibility guidelines to all providers in the network.
- Participate in all quality assurance, data collection and reporting requirements set by NYSDOH. Cooperate fully with the NYSDOH quality assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and/or data reporting deficiencies in a timely manner.
- Promptly communicate program changes (e.g., eligibility, guidance, practices and policies), professional development opportunities and other issues related to program services and requirements to clinical providers, laboratories, imaging facilities and partners, as directed by NYSDOH.
- Ensure that providers submit all required forms, data and records in a timely manner.
- Assure that qualified personnel are available to provide clinical oversight for the interpretation of reports and medical records, conduct risk assessment to determine client eligibility, and ensure adherence to guideline-concordant care.

5. Data Management

Data management is integral to the monitoring and evaluation of the program. The lead organization will oversee the collection of all data required by the NYSDOH. The lead organization will:

- Ensure that all NYSDOH-required data and associated documentation (e.g., client demographics, screening and diagnostic services information, treatment information) for clients screened by participating providers and for whom reimbursement is requested, are collected in a timely manner, using NYSDOH forms and the on-line, secure data system*.

- Ensure the timely submission of all required client data via the NYSDOH on-line secure data system*, consistent with the NYSDOH 90 day reimbursement policy (as stated in the Operations Manual posted along with this RFA.
- Ensure that sufficient staff is trained to enter and manage clinical data on the data system. Participation in NYSDOH sponsored data trainings are required for all new staff and required for experienced staff as necessary or as directed by NYSDOH.
- Conduct training and follow-up with participating providers, as needed, to ensure the timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from providers and forward the information to NYSDOH.

**Note: The NYSDOH maintains a secure on-line, real-time data entry system through a contract with Indus Consultancy Services, Inc. (referred to as the Indus system or Indus). Contractors enter screening, diagnostic, treatment and demographic information into this system for men and women who are provided screening services. This internet-based system facilitates timely provider reimbursement and patient tracking and follow-up, improves the quality of data collected, and helps reinforce program procedures. On-line data queries and reports are available for contractors' use to monitor performance.*

6. Fiscal Management

The lead organization will be responsible for all fiscal management activities. The lead organization will:

- Within the funding amounts set by the NYSDOH, establish fiscal and operational systems to ensure that clinical and laboratory services are provided throughout the full program year. This may be done by establishing monthly client volumes for provision of services by participating network providers.
- Submit the required NYSDOH budget monitoring tool on a monthly basis (tool to be provided upon contract execution).
- Monitor the infrastructure budget to ensure that funds are expended in an appropriate manner. Prepare and submit budget modifications if necessary and in accordance with NYSDOH practices.
- On a monthly basis, prepare the budget report of expenditures and submit vouchers to the NYSDOH to ensure prompt reimbursement. Provide back-up documentation for voucher expenditures at the request of NYSDOH. Such documentation may include copies of all receipts, invoices, bills, payroll records, etc. to substantiate all personnel and other than personnel charges.
- Respond to inquiries from participating providers to reconcile payment for services rendered.
- For underinsured clients, ensure that all providers are aware of and conform to client eligibility, data submission, and billing guidelines, in accordance with the CSP Operations Manual Eligibility Section III.

- **Component A Applicants Only:** On a monthly basis, prepare and submit clinical service vouchers to the NYSDOH and HRI to ensure prompt reimbursement of health care providers and clinical laboratories for clinical services rendered, per the MARS.
- **Component A Applicants Only:** Ensure that systems are in place to receive reimbursement for clinical and laboratory services from the NYSDOH and HRI and send checks with appropriate documentation of the eligible services rendered to credentialed providers and clinical laboratories within 14 to 21 business days after receiving payment from NYSDOH and/or HRI.

C. Required Staff and Key Functions

Successful applicants will propose a staffing plan and infrastructure that fully addresses the lead organization's ability to implement all required activities as defined in the Scope of Work above. The staffing plan should also address staff recruitment, training and retention practices. Lead organization staff and subcontractors should have the appropriate education and professional credentials and competencies to effectively carry out the required activities. At the lead organization, staff should be at a level to affect decision-making related to the contract. Salaries should be commensurate with the level of education and experience required of the positions.

Note: If a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the lead organization to cover extended absences and to ensure contract work is completed. Staff fulfilling the roles of the Program Coordinator and other key functions should have the ability to serve and travel to all areas of the service region.

The staffing plan is expected to include the following required Program Coordinator position, as well as positions that fulfill the functions below. One appropriately qualified staff person may be responsible for multiple functions; but all functions should be addressed.

For Component B Applicants: A sample staffing pattern that includes each of the staff functions is included in [Attachment 10](#). This is not a required staffing pattern; rather it is an example of one type of staffing pattern that may be used.

1) Required Staff

a) Program Coordinator

For Component A Applicants: The lead organization will employ a professional position, recommended at a minimum .50 FTE, for a Program Coordinator; exceptions to the recommended minimum FTE will be considered with appropriate justification.

For Component B Applicants: The lead organization will employ a professional position, recommended at a 1.0 FTE, for a Program Coordinator; exceptions to the recommended FTE will be considered with appropriate justification.

This individual should have a function within the lead organization that reflects professional and leadership status. The Program Coordinator will serve as the primary point of contact with the NYSDOH and is expected to attend all trainings and meetings convened by NYSDOH. This individual will also serve as the primary point of contact for all subcontractors, partners, and providers for all contract activities and communications. In addition, the Program Coordinator will ensure that all required activities, as listed in the Scope of Work, are implemented and will have primary responsibility for all activities listed in the Program Management and Leadership, and Partnering, Coordination and Collaborations sections. The Program Coordinator should demonstrate the ability to motivate and inspire others, convey knowledge and enthusiasm for the program to partners, communicate effectively within the community and with regional and

state partners, and plan and implement effective activities to promote and provide breast, cervical and colorectal cancer screening.

2) Key Functions

- a) Public Education and Targeted Outreach and In-reach – Staff in this capacity serve as the liaison between community members, hard-to-reach members of the priority populations and participating providers. These individuals work to increase the numbers of men and women who seek breast, cervical and colorectal cancer screening by developing and implementing evidence-based and evidence-informed public education programs. Staff should have the ability to communicate clearly and effectively, both orally and in writing, with members of the public and professional audiences about complicated health issues. These individuals should have sufficient knowledge about and experience with the community they serve to identify local resources that address barriers to screening; establish relationships with agencies and organizations to reach priority populations; coordinate culturally appropriate and culturally sensitive events; and conduct other activities needed to reach the eligible and priority populations.
- b) Case Management – Case management staff implements protocols and processes to ensure that clients with abnormal screening results receive timely follow-up, as outlined in the Program Performance Measures ([Attachment 8](#)), for needed diagnostic services. These individuals work with clients, partners, health care providers and other community resources to assist men and women to overcome identified barriers to care. They help clients obtain and keep scheduled diagnostic appointments, access diagnostic evaluation and, if needed, obtain treatment. They may also provide clinical oversight for the interpretation of reports/medical records, conduct risk assessment for eligibility and clinical appropriateness, and ensure adherence to NYSDOH policies and guideline concordant cancer screening. Case management may be conducted by the lead organization, by network providers or a combination of both.
- c) Intake/Eligibility – Staff responsible for intake and eligibility are the first point of contact for potential clients. These individuals determine client eligibility for breast, cervical and colorectal cancer screening and/or diagnostic services. They work with network providers to make appropriate cancer screening appointments for eligible clients and complete required NYSDOH intake/eligibility forms and may provide initial data management. In addition, Intake/Eligibility staff communicates client information to case management staff to ensure timely follow-up of screening results. They may also contact clients referred by Public Education and Outreach staff, partners and the statewide hotline to determine eligibility for the program. The Intake/Eligibility function may be accomplished through a centralized process (lead organization hiring dedicated staff) or a decentralized process (lead organization working with staff of network providers) or a combination of both processes. Applicants proposing a more centralized intake/eligibility process, where the majority of intake is done at a central location and not primarily dispersed among participating providers, will receive additional consideration.
- d) Data Management – Data management staff collect, maintain, and submit data deliverables required by the NYSDOH. These individuals use an on-line, secure database, provided by the NYSDOH, to enter all required client and service-related data. They ensure the security and confidentiality of collected data; establish systems to ensure the timely receipt of client and service data from network providers; review and assess the completeness, accuracy and timeliness of data received; and communicate with network providers to obtain inadequate or missing data. Data management staff also serve as the point of contact for all data-related communication between NYSDOH and the lead organization.
- e) Fiscal Management – Fiscal management staff routinely monitor infrastructure and clinical and laboratory services budgets to ensure funds are expended as per contract guidelines, and that expenditures do not exceed allocated amounts and conduct oversight of subcontractors. These individuals are responsible for ensuring there are sufficient infrastructure and clinical and

laboratory services funds to support the program throughout the entire contract period. Fiscal management staff also prepare and submit vouchers on a monthly basis, ensure that submitted vouchers reflect actual and appropriate costs, and are accompanied by necessary and sufficient back-up documentation to substantiate the costs. These individuals prepare and submit budget modifications as necessary, maintain accounts receivable, prepare the budget statement report of expenditures, and assist the Program Coordinator in monitoring clinical service expenditures through use of the budget monitoring tool provided by NYSDOH. Fiscal management staff also respond to inquiries from providers to reconcile payments for services rendered and communicates with providers to ensure they are aware of services that are eligible for reimbursement.

- f) **For Component A applicants only**, fiscal management staff are responsible for ensuring that providers are reimbursed for services rendered in a timely manner and for processing provider payments.
- g) **For Component B Applicants Only:** Clinical Care Coordinator – Staff in this capacity are responsible for overseeing the clinical work of the case managers. They provide clinical oversight for interpretation of reports and medical records, provide guidance to intake/eligibility staff for risk assessment, eligibility and clinical appropriateness for screening and ensure adherence to guideline-concordant care. They ensure that systems and processes are in place to ensure the timely follow-up of clients, as indicated in the Program Performance Measures ([Attachment 8](#)) with abnormal screening results. In addition, staff in this capacity may provide training for new care coordinators/case managers, assist in the interpretation of NYSDOH policies and guidelines, and assist the Program Coordinator with credentialing and quality assurance activities.
- h) **For Component B Applicants Only:** Patient Navigation – Patient navigators work within health care systems in collaboration with providers and community organizations to identify individuals in need of breast, cervical and colorectal cancer screening and assist them in receiving such services. These individuals develop and implement in-reach strategies within the health care system to approach members of eligible priority populations and recruit them for program enrollment. They help clients understand the importance of preventive health services, the need for guideline-concordant screening and follow-up of abnormal screening results. Patient navigators also assess clients' barriers to care and coordinate health care system and community resources to address clients' needs. Patient navigation may be conducted by the lead organization, by providers within the health system or a combination of both.

IV. Completing the Application

A. Application Content

The application narrative should cover the entire grant period (July 1, 2013 through March 31, 2018), while the work plan and budget should detail activities only for the first contract period, anticipated to be the 9 month period from July 1, 2013 through March 31, 2014.

The following content should be provided for applications to both Component A and Component B, unless otherwise noted (e.g., in some instances, different information is requested for Component B applicants).

The proposal should contain all components listed below. An application checklist has been provided in [Attachment 11](#).

(1) Cover Page

Maximum 1 page
Not scored

Applicant should complete the Application Cover Page provided in [Attachment 12](#).

Note: The template for the Application Cover Page is posted along with this RFA and should be printed and included as the first page of the hard copy application.

(2) Summary of the application

Maximum 2 pages

Not scored

- a) Identify the proposed service region. Clearly describe how and where required activities will be implemented to promote cancer screening among the general population and to provide screening services to eligible populations, with an emphasis on priority populations. Applicants proposing to serve Suffolk County should clearly identify the service region to be served within this county, either by identifying the neighborhood(s) to be served or the street names.
- b) Provide the estimated number of people to be screened in the first, 9 month contract period using the information provided in [Attachment 2](#).
- c) Describe the public education, targeted outreach and in-reach activities that you will conduct to promote cancer screening on a population-level and to offer and provide cancer screening and diagnostic services to eligible populations, with an emphasis on priority populations. Include a description of how barriers to receipt of such services among the priority populations will be addressed.
- d) Describe the network of health care providers and clinical laboratories that have agreed to participate in the local program and plans to engage others to ensure provision of comprehensive screening and diagnostic services to eligible, priority populations throughout the service region.
- e) Describe the roles partners, subcontractors and other agencies will play to implement the required activities throughout the service region.
- f) Describe the lead organization's plan for ensuring a cohesive, coordinated program across the entire service region.
- g) Describe how you will monitor and implement systems to ensure use of annual, allocated clinical services funds to: a) provide clinical/lab services throughout the service region, b) provide clinical/lab services throughout the entire contract year, and c) meet Program Performance Measures as identified in [Attachment 8](#) (e.g., at least 75% of clients are ages 50 to 64, at least 20% of clients are male, etc.).

(3) Service area/population to be served

Maximum 3 pages

Maximum score: 8 points

- a) Identify the service region using the information in Section II, A (Who May Apply, Service Regions). Applicants proposing to serve Suffolk County should clearly identify the service region within this county, either by identifying the neighborhood(s) or street names to be served; include a map indicating the proposed service region within Suffolk County.
- b) Identify and describe the general population of the service region eligible for screening, diagnostic and case management services. Describe the priority populations to be reached through public education, outreach and in-reach activities, partnering, and coordination and collaboration with key strategic partners. Indicate the demographics of the priority populations and where they reside. Describe barriers that exist to the provision of services to eligible populations, with an emphasis on priority populations (individuals who are medically unserved or underserved, and those who experience barriers to services due to age, race, ethnicity, disability, sexual orientation, gender identity, socio-economic status,

cultural isolation and/or geographic location). Describe the strategies that will be used to overcome these barriers and how the provision of all services to eligible populations throughout the entire service region will be ensured. Describe how partners will assist with overcoming identified barriers.

- c) Describe the provider and clinical laboratory demographics of the proposed service region, including the number of individual breast, cervical and colorectal cancer screening, diagnostic and treatment providers in the area. Specifically identify the number of each type of provider agreeing to participate in the program. For example, an applicant may indicate that there are 35 primary care physicians providing breast, cervical and colorectal cancer screening in the proposed service region and, of these, 21 will participate in the program.
- d) Describe the geographic distribution of providers agreeing to participate in the program and plans to engage others throughout the grant period. Demonstrate how this distribution will ensure the availability of all services throughout the region. Describe how Federally Qualified Health Centers, health networks, and safety net organizations will be engaged.
- e) Identify agencies, organizations and programs currently conducting cancer prevention and control and clinical preventive services in the service region. Describe how these agencies will be engaged to plan and implement policy, systems and environmental strategies to increase cancer screening among the general population.

(4) Applicant organization

Maximum 4 pages

Maximum score: 10 points

- a) Describe the applicant organization, its mission, and how the local screening program will be supported by, incorporated into and further the goals of the organization. Describe the services the applicant organization provides and the location of these services. Highlight services provided to the eligible priority populations by the applicant organization. Describe how the organization is uniquely qualified to implement the full scope of work described in this RFA throughout the entire service region and, in particular, how it is fully capable of ensuring attainment of program performance measures, provision and/or coordination of all required activities and addressing the service needs of eligible, priority populations. Include a current list of the organization's board of directors with names, affiliation and contact information, if applicable. Describe the applicant organization's capacity and plan to fully implement the required activities, as described in the scope of work, beginning July 1, 2013. Provide a complete, signed Comprehensive Healthy Foods Policy Status and Intent Attestation, as an attachment to the application.
- b) Describe the applicant organization's experience in and ability to engage health care providers, across the entire service region, to provide comprehensive cancer screening and diagnostic services to eligible, priority populations. Identify and describe the health system or systems to be engaged in the program. Fully describe the relationship between the health system(s) and the applicant organization.
- c) Describe how this contract will fit into the applicant organization's management structure. Include (in an Attachment) an organizational chart of the applicant organization showing the location of the proposed project within the organization. Describe the lines of authority and the rationale for placing the local screening program where proposed. Demonstrate and explain how the Project Coordinator will have the decision making authority for the leadership, financial and administrative support for the program.

- d) Describe the applicant organization's program management and leadership experience. Describe the organization's ability and capacity to implement, manage and oversee the full scope of work across the entire service region.
- e) Describe the organization's capacity and ability to hire, train and retain staff. Indicate how a majority of the work (infrastructure) (in dollar value) will be retained by the applicant organization. Indicate how subcontractors for required activities will be selected, organization experience with subcontractors, and how the organization will manage the work of the subcontractors; i.e., specific deliverables of subcontractors and how the organization will ensure programmatic accountability (if applicable). Describe the applicant organization's experience using and monitoring government grant funds.
- f) Describe the applicant organization's ability and experience processing payments, purchasing needed program resources, and initiating and amending contracts in a timely manner. **For Component A applicants only**, describe the organization's capacity to reimburse health care providers and clinical laboratories for services rendered.
- g) Describe the applicant organization's experience promoting evidence-based cancer screening, other clinical preventive services or chronic disease prevention activities. Describe the organization's experience conducting public education, outreach and in-reach to the eligible priority populations. Describe the applicant organization's experience, ability and resources to educate the public, decision makers, health systems and others about cancer screening and/or chronic disease prevention and control, including relationships with key community decision-makers, media, etc.
- h) Describe the applicant organization's experience communicating, accessing and working with individuals who experience barriers to service due to race, age, disability, sexual orientation, gender identity, socio-economic status and/or geographic location. Describe the applicant organization's experience assisting individuals to overcome such barriers.
- i) Describe the applicant organization's ability to support high quality breast, cervical and colorectal cancer screening promotion and provision activities through policy approaches, health systems and environmental change strategies, and outreach activities, with the goal of improving the delivery and use of clinical and other preventive services throughout the entire service region.

(5) Technical proposal

Maximum 10 pages

Maximum score: 42 points

a) *Program Leadership and Management*

- i. Describe how the applicant organization will coordinate and administer the program to ensure that all required activities are implemented and that contractual obligations are met in a timely manner, including submission of accurate, complete work plans, budgets, reports, contact information, performance management information, data management and fiscal management.
- ii. Describe how the applicant organization will implement all transition and start-up activities prior to initiation of cancer screening services, per the Contractor Start-up Checklist ([Attachment 9](#)); describe how the required transition and start-up activities will be implemented, who will implement them and the timeframe for completion of all activities.

- iii. Describe the organizational and staffing plan to ensure that all program management and leadership activities are implemented; describe how the required activities will be implemented and who will implement them. Include a description of how the day-to-day operations will be implemented and how work plans and operations will be adjusted based on routine monitoring of program performance and budget expenditures (with appropriate NYSDOH approvals). Include a description of staff as well as any plans to subcontract for the functions listed in Section III of this RFA (Project Narrative/Work Plan, Scope of Work). Provide an organizational chart for the local screening program, identifying key staff, their location and reporting lines. Attach resumes for the Program Coordinator and other key staff identified to fulfill the functions described in the RFA, including those of in-kind staff. If staff is not currently identified, a job description or posting should be attached. Please note that a sample staffing structure for **Component B applicants** is provided as [Attachment 10](#); this is not a required structure, but serves to demonstrate implementation of all required functions through a sample staffing structure. Include a description of strategies for recruitment and retention of staff.
- iv. Describe the plans to regularly communicate with partners and providers about program services and operations. Describe systems to be used to communicate program requirements, changes, services and operations, as well as to provide feedback to providers and partners. Describe ongoing communications with providers and partners to maintain relationships and continued program participation.
- v. Describe the reciprocal referral systems that will be implemented to ensure that clients are directed to Facilitated Enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance programs and clients not eligible for public insurance programs are directed to the local screening program for needed services.
- vi. Describe the sustainability and promotional activities to be implemented to increase public support for the local screening program. Describe the role of the lead organization and partners in these activities.

b) Partnering, Coordination and Collaboration

- i. Describe the collaborative relationships that currently exist or will be developed with health, human service, education and other community organizations to promote cancer screening at the population level and provide services to the eligible priority populations. Identify current or anticipated partners, their service regions and eligible priority populations they serve. Describe how these partners will be engaged and the roles they will play in implementing all required activities, including needs assessment, public education, outreach and in-reach, to build demand for and provide screening services for eligible priority populations throughout the service region. Describe processes for identifying and involving new partners. Describe how these relationships will be maintained over the full grant period.
- ii. Describe the processes for ensuring that referral relationships are developed between providers and partners for clients needing services not provided through the local screening program.
- iii. Describe how the lead organization, working with NYSDOH, will engage partners and other community organizations to increase awareness of policies, systems and environmental change strategies supporting cancer screening promotion and

provision. Describe how the lead organization and partners will facilitate planning processes to identify potential strategies for local implementation.

- iv. Describe how the lead organization will ensure active partner and provider support for the NYS Comprehensive Cancer Control Plan goals and activities. Describe how common prevention and detection goals will be identified and potential collaborative efforts to work toward those goals.

c) Public Education, Targeted Outreach and In-reach

- i. Describe available data and how it will be used to identify and locate eligible priority populations throughout the service region. Describe how these data will be used to target and prioritize public education, outreach and in-reach efforts. Describe how planned targeted outreach and in-reach activities address the program performance measures ([Attachment 8](#)) and how they will be monitored and adjusted throughout the grant period, as needed. Include descriptions of the staffing and other plans to fully address this function and ensure appropriate implementation of the proposed activities.
- ii. Describe the public education activities that will be conducted to promote breast, cervical and colorectal cancer screening in the general population.
- iii. Describe the targeted outreach activities that will be implemented to reach and promote breast, cervical and colorectal cancer screening among members of the eligible, priority populations. Provide the rationale for selection of these activities (e.g., Community Guide recommended activity). Describe the role of partners in these activities.
- iv. Describe the in-reach strategies to be used to identify individuals in need of cancer screening. Fully describe the systems to be used to identify individuals, processes for contacting and/or recalling patients due for screening and health communication strategies to encourage screening.
- v. **REQUIRED FOR COMPONENT B ONLY:** Describe how patient navigation will be integrated into these activities, and the relationship between the patient navigator(s) and the applicant organization, partners, providers and community organizations. (Note that Component A applicant in-reach activities may include patient navigation, but are not required to do so.)
- vi. Describe the activities to increase demand for cancer screening and strategies to promote and sustain the local screening program. Describe the strategies to be used, relationships with local media organizations, types of media to be used, and promotion and outreach activities. Describe how and what types of partners will be engaged to implement these activities and strategies. Describe how you will ensure that the promotional activities and materials provided are clear and consistent, are written at appropriate reading levels for those with low health literacy skills and are culturally and linguistically competent as well as age, gender, and developmentally appropriate.
- vii. Describe collaboration efforts with community partners to educate the general public regarding the need for screening, its risks and benefits and appropriate screening intervals. Describe how local resources (patient navigators, community health workers, community organizations, health systems and others) will be utilized to increase knowledge or influence attitudes and beliefs regarding cancer screening.
- viii. Describe how local chronic disease programs, cancer survivor organizations, cancer service organizations, and other health and community organizations will

participate in promotion of clinical preventive services, including cancer screening.

d) Provision of Health Services

- i. Describe the network of medical care providers and clinical laboratories currently in place or to be developed to provide eligible individuals with needed cancer screening, diagnostic and, when needed, treatment services. Describe how providers will be recruited and how their participation in the local screening program will be maintained. Describe plans for ensuring sufficient numbers and types of providers, throughout the service region, to meet the needs of the eligible population.
- ii. Describe how screening and diagnostic services will be implemented. The description should include, but not be limited to descriptions of how the following will be coordinated throughout the service region and with all providers as well as the staffing plans to implement the services:
 - o how client enrollment, eligibility assessment and intake will be conducted (describe the type/s of intake – centralized, de-centralized, or both);
 - o how all appropriate cancer screening services for which an individual is eligible will be assessed and provided. For example, women aged 50 years and older who meet the program eligibility criteria will be provided comprehensive, guideline-concordant breast, cervical and colorectal cancer screenings;
 - o how clinical oversight activities will be conducted including, but not limited to: interpretation of reports, risk assessment to determine program eligibility and adherence to guideline concordant care;
 - o which multi-slide take-home fecal test will be offered and how/why it was selected. The NYSDOH would prefer that applicants elect to exclusively use one of the available fecal tests (FOBT or FIT), however NYSDOH does allow for use of both tests by different providers within a single local screening program, based on preference and/or agreements with labs for developing tests;
 - o how patients will be recalled for rescreening at recommended intervals; and
 - o procedures for referring patients for treatment and support services, including enrollment in the MCTP.
- iii. Describe plans for implementing case management to ensure that all individuals receiving abnormal screening results are able to overcome their personal barriers to keep scheduled diagnostic appointments, obtain diagnostic evaluation and, if necessary, obtain treatment. Describe a case management staffing pattern adequate to address the needs of the service region, including responsible key staff, their affiliation (employee, subcontractor, in-kind), resumes and/or job descriptions for these individuals demonstrating the appropriate credentials and competencies required to implement and oversee case management activities, and procedures for recruitment and retention of key staff. Describe plans for timely receipt of screening results from all participating providers, plans to address client barriers and ensure follow-up diagnostic appointments are made according to program performance measures ([Attachment 8](#)). Case Management is described in detail in the NYSDOH CSP Operations Manual posted along with this RFA.

- iv. Describe how the organization will ensure:
 - o compliance with quality assurance activities, working with providers to assure quality of clinical care services provided and implement and adhere to needed quality improvements, where identified;
 - o network providers are licensed and appropriately qualified and credentialed; and,
 - o agreements from clinical providers to accept the Maximum Allowable Reimbursement Schedule as payment in full are secured; and,
 - o providers will treat program clients diagnosed with breast, cervical or colorectal cancer, or precancerous lesions, who do not qualify for the MCTP, regardless of ability to pay.

e) Data Management

- i. Describe how data management will be implemented. Describe the flow of client data from intake through final disposition. Indicate procedures to be used to ensure the timely and accurate collection of all required data. Describe procedures for ensuring all data are submitted in a timely manner, consistent with the NYSDOH 90-day reimbursement policy (as described in the CSP Operations Manual). Describe how missing or corrected information will be obtained, processed and forwarded to NYSDOH in a timely manner.
- ii. Describe the staff who will conduct data management activities, how they will communicate with participating providers and other staff to ensure receipt of timely, accurate data.

f) Fiscal Management

- i. Describe the fiscal management system to be used. Describe how infrastructure and clinical services expenditures will be monitored to ensure that funds are expended throughout the contract period and are used to maximize the provision of screening to eligible priority populations. Indicate the safeguards in place to ensure contract funds are only used for allowable activities related to the local screening program. Describe the process including the staff roles and responsibilities to respond to inquiries from participating providers to reconcile payment for services rendered.
- ii. **For Component A only:** Describe the system to receive reimbursement from NYSDOH and HRI to pay providers for eligible services rendered.

(6) Work Plan

Maximum 15 pages

Maximum score: 14 points

- a) *Complete the Work Plan Template* ([Attachment 13](#)) posted along with this RFA, using the instructions provided in [Attachment 14](#).
 - i. The work plan should describe the activities to be implemented in the first 9-month contract period of the grant (July 1, 2013 through March 31, 2014) to meet the stated goals and objectives and encompass the activity requirements described in Section III, B (Work Plan/Narrative, Scope of Work).
 - ii. The focus of the program should be on meeting and exceeding the stated Program Performance Measures ([Attachment 8](#)) to ensure that activities focus on the provision of quality services to the eligible priority populations. The work plan goals and objectives have been provided for applicants in the Work Plan

Template ([Attachment 13](#)). The objectives are focused on the Program Performance Measures and required contractor deliverables. Applicants may provide additional objectives, but should, at a minimum, use the ones provided.

- iii. The work plan should clearly and comprehensively describe appropriate and reasonable activities to meet each objective, methods used to assess progress toward the objectives, appropriate and realistic time frames and should identify staff/contractors/partners for each proposed activity to implement the scope of work for the first 9-month contract period, consistent with the technical proposal.

This will be the work plan for the first nine months of the contract. Please note that successful applicants may be asked to modify work plans prior to initiation of the contract to address issues identified during the review process.

(7) Letters of Collaboration

Maximum 10 pages

Maximum score: 6 points

- a) Include letters demonstrating collaboration with clinical providers, community partners, health care systems and organizations representing eligible priority populations to ensure the ability to identify and engage these populations in cancer screening.
- b) Include letters demonstrating collaboration with clinical providers and health care systems to ensure the ability to provide comprehensive cancer screening and diagnostic services across and throughout the entire service region.
- c) Letters should be representative of the network of health care providers and demonstrate an ability to engage Federally Qualified Health Centers, health networks, safety net organizations and others as principal partners and providers.
- d) Letters should demonstrate the level of commitment, anticipated activities and in-kind contributions of each organization and individual and should not merely discuss "support" of the program.
- e) Letters should be original rather than form letters and should be dated no earlier than three (3) months prior to the date the application was released, as listed on the cover of this RFA.

(8) Infrastructure Budget and Justification

Maximum pages – N/A – Use Budget and Budget Justification Template ([Attachment 15](#)) provided with the RFA.

Maximum score: 20 points

a) General Instructions

- i. The budget should cover the nine month period from July 1, 2013 through March 31, 2014.
- ii. Prepare a budget for the total infrastructure award.
- iii. Applicants should budget for infrastructure contract values up to and no greater than one of the two contract values provided in [Attachment 2](#) for their selected service region. Applicant organizations that currently hold CSP cancer screening partnership contracts, should request infrastructure contract budgets totaling no more than the contract values listed, "FOR EXISTING CONTRACTORS" for their service region. Applicant organizations that do NOT currently hold CSP cancer screening partnership contracts should request infrastructure contract budgets totaling no more than the contract values listed, "FOR NEW CONTRACTORS" for their service region.

- iv. Applicants should NOT submit budgets for reimbursable clinical costs; those contract values and contracts will be provided upon award. The clinical services contract values provided in [Attachment 2](#) are estimates, provided to assist applicants in determining infrastructure needs.
- v. All budget lines should be accurately calculated, calculated as whole dollar amounts (i.e. 50% of \$32,115 salary = \$16,057.50 budget amount = \$16,058).
- vi. All reported funds must be directly related to the proposed project and justified in detail regardless of source (including in-kind).
- vii. Awarded funds may not be used to supplant existing funding sources.

b) Format

- i. Use the Budget and Budget Justification Templates provided, posted along with this RFA.
- ii. For each item, list amounts for **Total Cost, Amount Requested from NYSDOH and in-Kind Contributions/Other Funds.**
- iii. The budget format should consist of two sections: 1) personnel and 2) other than personal services (OTPS).

c) Budget Sections (Personnel and OTPS)

i. Personnel

This section should include the following information:

- 1. Title of position/name of staff (if available)
- 2. Indicate the total estimated number of months staff will be on the grant; if existing staff will begin immediately, indicate 9 months; if staff are new hires, indicate the anticipated number of months based on the expected hiring date.
- 3. Percentage of time to be spent on program activities.
 - a. If this position is less than full-time (100% FTE*), indicate the percentage of time to be spent working directly on this grant/cancer screening program activities.
 - b. Under Component A, it is recommended that the Program Coordinator work a minimum of .5 FTE directly on this grant/cancer screening program activities. Exceptions to this minimum FTE will be considered with appropriate justification. Under Component B, it is recommended that the Program Coordinator be a 1.0 FTE. Exceptions will be considered with appropriate justification. Proposals to support more than 1 FTE Program Coordinator/s will not be accepted.

**Note: Full-time equivalent (FTE) is a way to measure a worker's involvement in a project. An FTE of 1.0 (100% FTE) means that a person is equivalent to a full-time worker, while an FTE of 0.5 (50% FTE) signals that the worker is part-time (or half-time).*

- 4. Annual salary or rate per hour
 - a. Indicate rate and cost
- 5. Amount requested from NYSDOH
- 6. In-kind contribution.

7. Total amount. This is the sum of the amount requested from NYSDOH and in-kind contributions.
8. Sample FTE/Salary calculation:

Personnel	# months	% Time (on grant)	Annual Salary	Requested Amount	In-Kind Amount	Total Amount
Coordinator	7	60	\$45,000	\$15,750	\$ 0	\$15,750
Case Manager	6	50	\$40,000	\$ 4,999	\$4,999	\$ 9,998

Explanation:

The Program Coordinator is a full-time employee, working 40 hours per week and will work 60% of the time (or 24 hours per week) on program activities. The coordinator will be hired, expected to begin in the third month of the grant. Seven months of salary ($\$45,000/12 = \$3,750 \times 7 = \$26,250$) 60% of this employee's seven month salary is \$15,750 ($.60 \times \$26,250 = \$15,750$). The applicant is requesting that all 60% of the employee's time be funded through the NYSDOH grant.

The Case Manager is a full-time employee, working 40 hours per week. She will work 50% of the time (or 20 hours per week) on cancer screening program activities. The other 50% of her time will be spent on a different grant project. This new hire is expected to begin work on the grant in the fourth month. Six months of salary ($\$40,000/12 = \$3,333 \times 6 = \$19,998$) The applicant is requesting that only 25% of the employee's time spent working on the cancer screening program activities be funded through the NYSDOH grant. The remaining 25% will be supported through an in-kind contribution.

The NYSDOH expects that an investment will be made into the staff functions as outlined in the Scope of Work section of the RFA for Component A and Component B. Staffing levels should be commensurate with the services provided, appropriate level of quality care and to meet program needs to ensure that all deliverables are met. [Attachment 2](#) provides estimates of the anticipated number of eligible persons to be provided with comprehensive screening and diagnostic services in the first 9 month contract period, based on the value of the clinical and laboratory services contract by service region. These are estimates only, but may be used to develop staffing plans and budget proposals. Please note that one qualified staff person may be responsible for multiple functions and that staff functions can be fulfilled in part by partners or providers as an in-kind contribution.

ii. Other than Personnel Services (OTPS)

- a. OTPS expenses, defined as expenses directly related to activities that relate to one, or more, of the work plan outcomes from RFA Section III, B (Project Narrative/Work Plan, Scope of Work) e.g. supplies, travel, equipment, printing, postage, rent, telephone, should be shown in this section. The amount requested and in-kind contributions should be shown for each category.
- b. OTPS budget categories have been provided within the budget template posted along with this RFA. If the budget category is not applicable enter a \$0 in the total amount column.
- c. The table below lists the OTPS budget categories. Applicants requesting use of funds for OTPS categories with an asterisk "*", require significant justification and will be evaluated and reviewed to ensure that expenses are appropriate and related to work plan activities.

- d. Additional OTPS categories or expenses that are not listed under the following categories can be proposed provided that there is significant justification of how the expense directly relates to the program deliverables.

OTPS budget categories	
Administration	<ul style="list-style-type: none"> • Audit • Computer/network maintenance • Consultant* • Equipment (lease or new) • Insurance • Office space/rent • Office supplies • Payroll fees • Phone/internet service • Postage • Database management*
Advertising/public education/promotion	<ul style="list-style-type: none"> • Billboard advertising • Educational materials • Newspaper advertising • Television campaign/advertising • Radio campaign/advertising • Promotional items* • Statewide or regional promotional campaign • Website development*
Awards/Recognition*	<ul style="list-style-type: none"> • Provider recognition • Partner recognition
Client services	<ul style="list-style-type: none"> • Incentives* • Medical supplies (may include funds for the purchase of FOBT or FIT kits and the cost of bowel preparation supplies for men and women who will be receiving a colonoscopy) • Translation services
Meeting expenses	<ul style="list-style-type: none"> • Screening program meetings (space, beverages, food*) • Provider visits (food*)
Printing and copying	<ul style="list-style-type: none"> • Administrative • Patient education or outreach materials, program brochures, consent forms, etc.
Special events	<ul style="list-style-type: none"> • Education (e.g. grand rounds) • Screening/recruitment
Subcontract	
Travel (official contract business)	<ul style="list-style-type: none"> • Mileage/other transportation • Hotel • Vehicle operating expenses*
Training/professional development*	<ul style="list-style-type: none"> • Registration/materials fee

- e. The amount requested and any in-kind contributions should be shown for each line item.
- f. Use of incentives such as gift cards to increase the return rate of colorectal cancer screening (FIT/FOBT) kits or to complete a cancer screening (s) is allowable with appropriate justification. Gift card incentives should be limited to \$5.00 per client. Please note that incentives to complete screenings are different than removing client barriers to cancer screening. For example, an applicant may propose using OTPS funds to assist clients with transportation to their screening or diagnostic appointments. Budget lines related to incentives and removing client barriers to screening require significant justification and will be evaluated and reviewed to ensure that expenses are appropriate and related to work plan activities.
- g. Budgets should include travel funds for screening program staff members to attend each of two regional meetings (Albany, Buffalo, New York Metro and Syracuse), and one meeting in Albany, New York during the first nine months of grant.
- h. Subcontracts should be included in OTPS, as per the template. It is required that the applicant retain a majority of the work in dollar value (at least 50%) of the infrastructure contract within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process.

d) Non-allowable Costs

- i. Indirect or administrative lines will not be accepted as OTPS budget lines. Itemized budget lines related to these costs (i.e. rent, heat, telephone) will be allowed with appropriate justification.
- ii. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.
- iii. Costs of research-related activities will not be allowed.
- iv. Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

e) Match Requirement

- i. A match equal to .25 the amount of the infrastructure request should be demonstrated. (In-kind subtotal should be at least 25% of the subtotal of the amount requested from NYSDOH.) The match may be made using local government dollars, private dollars (such as fund raising dollars), or in-kind support. The match may not be comprised of other state or federal grant funds.
- ii. Partner contributions and overhead costs may be used as matching funds in support of this project.

f) Budget Justification Instructions

- i. Applicants will demonstrate how the proposed expenditures relate to at least one of the activities in the work plan or how the proposed expenditures will improve progress towards Program Performance Measures.
- ii. Provide justification and a breakdown for each item requested in the budget.

- iii. The order of items in the budget justification should exactly match the order as listed in the budget.
- iv. Provide details (i.e. brief job descriptions, description of how position or other line item contributes to program objectives and work plan) and demonstrate *all calculations* (i.e. telephone service should detail costs per line or staff person; postage must include how postage will be used, postage rate, approximate number of pieces to be mailed, etc.).
- v. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined and should reflect anticipated start dates for their work on the grant (e.g., new hires might not begin in the first month, therefore their salaries should be pro-rated to the anticipated start dates).
- vi. Other than personnel costs should also reflect anticipated project start-up period. For example, costs for phones, supplies, etc., should reflect actual personnel start dates.

B. *Application Format*

All applications should conform to the format prescribed below. Points will be deducted from applications that deviate from the prescribed format. Applicants shall submit one (1) original, fully signed application and three (3) additional copies. With the hard copy application, applicants are also encouraged to submit electronic copies of the completed work plan, budget and budget justification, saved to a mass storage device such as a CD or flash drive. (If not submitted with the application, successful applicants may be requested to submit the electronic files upon notice of grant award). Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications *WILL NOT* be accepted via fax or email.

Applications should not exceed 42 double spaced pages (not including cover page, summary, budget pages and attachments), numbered consecutively (including attachments), be typed using a 12-point font and have one-inch margins on all sides. Applicant identification should be inserted in the header (or marked field on supplied forms) to state applicant name and RFA#1209120315. Document templates for the work plan, budget and budget justification are provided as Attachments [13](#) and [15](#). Applicants should complete the work plan (using the instructions provided in [Attachment 14](#)), budget and budget justification documents as part of the hard copy application, but are encouraged to save electronic versions of these completed templates. The NYSDOH may request that electronic copies of these documents be submitted by successful applicants upon notice of award. Failure to follow these guidelines will result in a deduction of up to 5 points.

Applicants should address each of the sections of the application, indicating if a particular section is not relevant to the organization or application. Applicants should be complete and specific when responding and should address each section in the order and format in which they appear in the Project Narrative/Work Plan, Scope of Work sections of this RFA. Applicants may use the Application Checklist ([Attachment 11](#)) to develop their application package; it is *not* necessary to submit that checklist with the application.

Reviewers will base scoring on the page limits and maximum points indicated below for each section.

Cover Page	1 Page	Maximum Score: N/A – Not Scored
Summary of the Application	2 Pages or Less	Maximum Score: N/A – Not Scored

Service Region/Population to be Served	3 Pages or Less	Maximum Score: 8 points
Applicant Organization	4 Pages or Less	Maximum Score:10 points
Technical Proposal	10 Pages or Less	Maximum Score:42 points
Work Plan*	15 Pages or Less	Maximum Score:14 Points
Letters of Collaboration	10 Pages or Less	Maximum Score:6 Points
Budget and Justification*	N/A	Maximum Score:20 Points

* Work Plan and Budget and Justification should use templates provided as Attachments [13](#) and [15](#).

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH/HRI using an objective rating system reflective of the required items specified for each application section. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

The application with the highest score in each service region will receive the award for that region. In the event of a tie score in any given service region, the applicant with the highest combined scores for the Technical Proposal and Work Plan sections will receive the award. Proposed service areas may be negotiated with the successful applicants to ensure sufficient program coverage across the State.

Applications will be deemed to fall in one of three categories:

- Not approved;
- Approved and not funded; or,
- Approved and funded (with modifications).

Applications must be scored at 50 points or above to be approved.

In selecting applications and determining award amounts, reviewers will consider the following factors:

- Clarity of the application.
- Responsiveness to the RFA.
- Applicant organization and technical proposal.
- Applicant organization's past performance in the delivery of preventive services to the service region and priority population.
- Demonstrated ability to provide services to priority populations throughout the entire service region.
- Appropriateness and comprehensiveness of the work plan.
- Justification for costs included in the budget.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above. A reduction in appropriations may result in reduced awards.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with Executive Order 38, ("Limits on State Funded Administrative Costs and Executive Compensation"), signed in 2012.

V. Administrative Requirements (COMPONENTS A AND B)

A. *Issuing Agency*

This RFA is issued by the NYSDOH, Division of Chronic Disease Prevention, Bureau of Chronic Disease Control, Cancer Services Program. The Department is responsible for the requirements specified herein and for the evaluation of all applicants.

B. *Question and Answer Phase*

All substantive questions must be submitted in writing to:

Amy Yost
chronicdisease@health.state.ny.us

Bureau of Chronic Disease Control
NYS Department of Health
150 Broadway, Room 350
Albany, NY 12204

To the degree possible, each inquiry should cite the RFA section, paragraph and page number to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing via email to: chronicdisease@health.state.ny.us, or via telephone by calling Amy Yost at (518) 474-1222.

Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/>. Questions and answers, as well as updates and or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions and responses to questions raised at the applicant conference) please complete and submit a letter of interest (see sample, [Attachment 16](#)). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

Letters of interest should identify the organization that is applying and identify the service region in which services and all other required activities will be implemented. (Please see [Attachment 16](#) for a Sample Letter of Interest) Submission of a letter of interest is not a requirement for submitting an application, nor are those submitting a letter of interest required to submit an application. However, it is strongly recommended that a letter of interest be submitted. Letters of interest will be accepted via email to chronicdisease@health.state.ny.us or via fax at (518) 473-0642. RFA# 1209120315 should be noted in the subject line. Letters of interest should be submitted by the date posted on the cover of the RFA.

C. Applicant Conference

An Applicant Conference will be held for this project. This conference will be held via web conference on the date and time posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by accessing the following link and completing the registration form via WebEx. Failure to attend the Applicant Conference will not preclude the submission of an application. The deadline for reservations for the Applicant Conference is posted on the cover page of this RFA. A maximum number of 2 representatives from each prospective applicant will be permitted to attend the Applicant Conference. Please note that registration confirmation will be sent via email from "messenger". Please be sure to retain your confirmation email; if you do not see it within an hour of submitting your registration, check your junk/spam folders for the email from "messenger". If you do not receive the confirmation, send an email to chronicdisease@health.state.ny.us.

Link to Register for Applicant Conference:

<https://nysdoh.webex.com/nysdoh/k2/j.php?ED=193188502&UID=1441518137&HMAC=3c43a50de11fe4529cfdecc339c1bb247f35e345&RT=MIMxMQ%3D%3D&FM=1>

D. How to File an Application

Applications must be received at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

Mail applications to:

Amy Yost
Bureau of Chronic Disease Control
NYS Department of Health
150 Broadway, Room 350
Albany, NY 12204

Applicants shall submit one (1) original, fully signed application and three (3) additional copies. With the hard copy application, applicants are also encouraged to submit electronic copies of the completed work plan, budget and budget justification, saved to a mass storage device such as a CD or flash drive. (If not submitted with the application, successful applicants may be requested to submit the electronic files upon notice of grant award.) Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or email.

E. The Department's Reserved Rights

THE DEPARTMENT OF HEALTH AND HRI RESERVE THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the State.

F. Term of Contract

Any state contract resulting from this RFA will be effective only upon approval by the NYS Office of the Comptroller. Any HRI contract resulting from this RFA will be effective only upon approval by HRI.

It is expected that contracts resulting from Component A of this RFA will be established with both the NYSDOH and HRI. Under Component A, awards will be made to support both infrastructure and reimbursement for clinical and laboratory services provided to eligible men and women

though three separate contracts, as follows: one NYS contract to support infrastructure (personnel and other-than-personnel services), a second NYS contract to support reimbursement for clinical and laboratory services, and a third contract with HRI for reimbursement of clinical and laboratory services relating to breast and cervical cancer screening using federal monies from a Centers for Disease Control and Prevention (CDC) grant.

It is expected that contracts resulting from Component B of this RFA will be established with the NYSDOH. One NYS contract will be awarded to support infrastructure (personnel and other-than-personnel services). For providers of clinical and laboratory services in Component B service regions, reimbursement will be conducted by the NYSDOH and HRI or their designated fiscal agent. Contractors will be provided with an annual, allocated clinical services funding amount to provide clinical/lab services throughout the service region and for the entire program year.

It is expected that NYS contracts to support infrastructure resulting from this RFA will be effective from July 1, 2013 through March 31, 2014, with budgets and work plans renewed each April for the next 12-month contract periods, through March 31, 2018, contingent on available funds, acceptable performance, ability to offer clinical and laboratory services and expend clinical and laboratory services funds and compliance with all contract requirements. The contract may be ended earlier than 4 years, 9 months dependent upon federal guidance and implementation of the Patient Protection and Affordable Care Act; it is anticipated that incremental changes will be made to the required activities over the course of the grant period to gradually reduce the emphasis on provision of screening and diagnostic services to eligible uninsured and underinsured men and women with a resulting increase, with training and technical assistance provided by NYSDOH, in the implementation of evidence-based policy, systems and environmental change strategies to promote cancer screening among all populations across the State.

Component A and B applicants should not include the clinical and laboratory services amount in their budget calculations. Clinical and laboratory services reimbursement is provided through a combination of state and federal funding. Therefore, for Component A applicants, this requires establishment of two separate contracts for this reimbursement as stated above. For successful Component A applicants, it is the intent of the NYSDOH to establish a State clinical and laboratory services contract for the full grant period, expected to be in place July 1, 2013 through March 31, 2018. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for service basis. Again, for successful Component A applicants, the contract with HRI will allow for reimbursement of clinical and laboratory services relating to breast and cervical cancer screening using federal monies from a Centers for Disease Control and Prevention (CDC) grant. All funding for the HRI contract is supported by a Cooperative Agreement with the CDC. As indicated previously, for successful Component B applicants, clinical and laboratory services reimbursement will be conducted by NYSDOH, HRI or their designated fiscal agent.

The service regions and the anticipated maximum value of state infrastructure and clinical and laboratory services funding to be awarded for the 9-month period, July 1, 2013 through March 31, 2014, are provided in [Attachment 2](#).

G. Payment Methods and Reporting Requirements of Grant Awardees

1. The infrastructure contract will be cost reimbursable for personnel services and other-than-personnel-services (OTPS) items included in categorical budgets. The State (NYSDOH) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25% percent of the infrastructure contract award. No advance payment will be made for clinical and laboratory services. A request for advance payment may be submitted for infrastructure upon execution of the contract. NYSDOH reserves the right to reject any advance request.
2. The grant contractor will be required to submit monthly vouchers and required reports of expenditures on all contracts to the State's designated payment office.

Contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Contractors will be responsive to requests for documentation to substantiate monthly billing vouchers.

For NYSDOH Contracts:

Vouchers for NYSDOH contracts should be submitted monthly, no later than 30 days after the period for which reimbursement is requested. The final voucher for each yearly budget period should be received in the designated payment office within 90 days of the close of the budget period, no later than August 1.

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the NYS Finance Law. Payment terms will be:

The contractor will be reimbursed for actual expenses incurred as allowed in the contract budget and work plan. In addition, the providers will be reimbursed for clinical and laboratory services provided to eligible men and women per the Maximum Allowable Reimbursement Schedule ([Attachment 3](#)).

For HRI Contracts:

Vouchers for HRI contracts should be submitted no later than 30 days after the period for which reimbursement is requested. Vouchers received after 30 days may be processed at the discretion of HRI. The final voucher should be submitted within 30 days of the close of the budget period.

3. The grant contractor will be required to submit the following periodic reports using templates to be provided by the NYSDOH upon approval of the contract:
 - a. Progress Reports

For the first 9-month contract period, beginning July 1, 2013:

For the period July 1, 2013 – March 31, 2014 Due: April 30

For subsequent, 12-month contract periods, beginning April 1, 2014:

For the period April 1 – September 30 Due: October 31

For the period October 1 – March 31 Due: April 30

b. Annual Renewal Work Plans and Budgets

For the period April 1 – March 31 Due: September 1

Additional reports may be requested, as needed, including but not limited to monthly budget monitoring and Program Performance Measures reports and/or summaries.

Payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendors/substitute_formw9.pdf or by referencing [Attachment 20](#) (Statewide Vendor File Registration SFS Portal Format).

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

I. Vendor Responsibility Questionnaire

NYS Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Applicants should also complete and submit the Vendor Responsibility Attestation ([Attachment 17](#)).

J. General Specifications

1. By signing the Application Cover Page each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department/HRI acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department/HRI, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller or HRI.

K. Appendices Included in DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications.

APPENDIX A	Standard Clauses for All NYS Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2 (a)	Program Specific Clauses- Component A contracts
APPENDIX A-3 (a)	
APPENDIX A-2 (b)	Program Specific Clauses- Component B contracts
APPENDIX A-3 (b)	
APPENDIX B	Detailed Budget

APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Work Plan
APPENDIX E	Unless the CONTRACTOR is a political subdivision of NYS, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Workers' Compensation Board of coverage for: Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That NYS Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Worker's Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That NYS Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability forms with your application. These documents will be requested as part of the contracting process should you receive an award.

L. For HRI Contracts Only

The following will be incorporated as an appendix into HRI contract(s) resulting from this Request for Applications (See [Attachment 18](#), Health Research, Inc. General Terms and Agreements):

1. General Terms and Conditions – Health Research Incorporated
2. Modifications to General Conditions and/or Program Specific Clauses – NYS Breast and Cervical Cancer Early Detection Program

VI. Attachments

<u>Attachment 1</u>	List of Current Contractors
<u>Attachment 2</u>	Service Regions, Maximum Award Amounts and Estimated Eligible Populations
<u>Attachment 3</u>	Maximum Allowable Reimbursement Schedule
<u>Attachment 4</u>	Attestation of Applicant Organization Compliance with RFA Minimum Eligibility Requirements
<u>Attachment 5</u>	Healthy Meeting Guidelines
<u>Attachment 6</u>	Comprehensive Healthy Foods Status and Intent Attestation
<u>Attachment 7</u>	Sample Population-Based Policy, Systems and Environmental Change Strategies to Increase the Demand for Cancer Screening Examples
<u>Attachment 8</u>	Program Performance Measures
<u>Attachment 9</u>	Contractor Start-up Checklist
<u>Attachment 10</u>	Sample Staffing Pattern – Component B
<u>Attachment 11</u>	Application Checklist
<u>Attachment 12</u>	Application Cover Page
<u>Attachment 13</u>	Work Plan Template
<u>Attachment 14</u>	Work Plan Template Instructions
<u>Attachment 15</u>	Budget and Budget Justification Templates
<u>Attachment 16</u>	Sample Letter of Interest
<u>Attachment 17</u>	Vendor Responsibility Attestation
<u>Attachment 18</u>	Health Research, Inc. General Terms and Agreements
<u>Attachment 19</u>	Standard Grant Contract with Appendices
<u>Attachment 20</u>	Statewide Vendor File Registration SFS Portal Format

**Attachment 1 - List of Current Integrated Cancer Services Program Breast, Cervical and
Colorectal Cancer Screening Contractors**

**Integrated Cancer Services Program - Breast,
Cervical and Colorectal Cancer Screening
Contractors**

Cancer Services Program of Albany County

American Cancer Society
1 Penny Lane
Latham, NY 12110
Phone: (518) 220-6922 Ext:
Alt. Phone#
Fax: (855) 271-1455
kathy.dicaprio@cancer.org

Cancer Services Program of Central Brooklyn

SUNY Downstate Medical Center
450 Clarkson Avenue, Box 1273, Room
Brooklyn, NY 11203
Phone: (718) 567-1340 Ext:
Alt. Phone#
Fax: (718) 567-1648
sandra.mcdonald@downstate.edu

**Cancer Services Program of Allegany and
Cattaraugus Counties**

3453 B Rte. 417 East
Wellsville, NY 14895
Phone: (585) 593-4276 Ext:
Alt. Phone#
Fax: (585) 593-2619
Thorntmj@alleganyco.com

Cancer Services Program of Chautauqua County

Hall R. Clothier Building
7 North Erie Street, 4th Floor
Mayville, NY 14757
Phone: (716) 753-4789 Ext:
Alt. Phone#
Fax: (716) 753-4794
swartzma@co.chautauqua.ny.us

Cancer Services Program of Bronx County

2330 Eastchester Road
3rd Floor at ACS
Bronx, NY 10469
Phone: (718) 547-5064 Ext: 65243
Alt. Phone#
Fax: (718) 547-5947
patricia.arroyo@cancer.org

**Cancer Services Program of Chemung and
Schuyler Counties**

225 Front Street
Binghamton, NY 13905
Phone: (607) 778-2884 Ext:
Alt. Phone#
Fax: (607) 778-3998
cabbott@co.broome.ny.us

**Cancer Services Program of Broome, Chenango,
and Tioga Counties**

225 Front Street
Binghamton, NY 13905
Phone: (607) 778-2884 Ext:
Alt. Phone#
Fax: (607) 778-3998
cabbott@co.broome.ny.us

Cancer Services Program of Clinton County

133 Margaret Street
Plattsburgh, NY 12901
Phone: (518) 565-4993 Ext:
Alt. Phone#
Fax: (518) 565-4472
gertschk@co.clinton.ny.us

Cancer Services Program of Cayuga County

8 Dill Street
Auburn, NY 13021
Phone: (315) 253-5709 Ext:
Alt. Phone#
Fax: (315) 253-1156
kim.abate@dfa.state.ny.us

Cancer Services Program of Clinton County

133 Margaret Street
3rd Floor
Plattsburgh, NY 12901
Phone: (518) 565-4993 Ext:
Alt. Phone#
Fax: (518) 565-4472
turnerl@co.clinton.ny.us

Integrated Cancer Services Program - Breast, Cervical and Colorectal Cancer Screening Contractors

Cancer Services Program of Columbia and Greene Counties

325 Columbia Street
Hudson, NY 12534
Phone: (518) 822-8741 Ext:
Alt. Phone#
Fax: (518) 828-3425
darcy@columbiahealthnet.org

Cancer Services Program of Cortland and Tompkins Counties

60 Central Avenue
Room B-25
Cortland, NY 13045
Phone: (607) 758-5523 Ext:
Alt. Phone#
Fax: (607) 756-3419
cmccallenkim@cortland-co.org

Cancer Services Program of Delaware, Otsego, and Schoharie Counties

1 Atwell Road
Cooperstown, NY 13326
Phone: (607) 433-3706 Ext:
Alt. Phone#
Fax: (307) 547-3891
sandra.manley@bassett.org

Cancer Services Program of Eastern Queens

138-47 Horace Harding Expressway
Flushing, NY 11355
Phone: (718) 670-1211 Ext:
Alt. Phone#
Fax: (718) 670-2850
jax9002@nyp.org

Cancer Services Program of Eastern Suffolk County

1300 Roanoke Avenue
Riverhead, NY 11901
Phone: (631) 548-6321 Ext:
Alt. Phone#
Fax: (631) 727-4838
moconnor@pbmedicalcenter.org

Cancer Services Program of Erie County

197 Summer St
Buffalo, NY 14222
Phone: (716) 886-9201 Ext: 302
Alt. Phone#
Fax: (716) 881-6895
michelle.wysocki@cancer.org

Cancer Services Program of Franklin and Essex Counties

136 Broadway
Suite 3
Saranac Lake, NY 12983
Phone: (518) 891-4471 Ext: 3014
Alt. Phone#
Fax: (518) 891-6819
spatters@co.franklin.ny.us

Cancer Services Program of Fulton and Montgomery Counties

427 Guy Park Avenue
Amsterdam, NY 12010
Phone: (518) 841-3726 Ext:
Alt. Phone#
Fax: (518) 841-3782
hagadorns@smha.org

Cancer Services Program of Genesee and Orleans Counties

211 East Main Street
Batavia, NY 14020
Phone: (585) 344-5494 Ext:
Alt. Phone#
Fax: (585) 344-5267
lfranclemont@ummc.org

Cancer Services Program of Kings County (Brooklyn)

American Cancer Society
17 Eastern Parkway, 5th Floor
Brooklyn, NY 11238
Phone: (718) 622-2492 Ext: 5133
Alt. Phone#
Fax: (718) 789-1746
gloria.ayide-garcia@cancer.org

Cancer Services Program of Lewis and Jefferson Counties

7785 N. State Street
Lowville, NY 13367
Phone: (315) 376-5454 Ext: 5498
Alt. Phone#
Fax: (315) 376-5462
cspcoordinator.lcph@gmail.com

Integrated Cancer Services Program - Breast, Cervical and Colorectal Cancer Screening Contractors

Cancer Services Program of Livingston and Wyoming Counties

5362 Mungers Mill Road
Silver Springs, NY 14550
Phone: (585) 786-8890 Ext:
Alt. Phone#
Fax: (585) 786-3537
meckstein@wyomingco.net

Cancer Services Program of Monroe County

46 Prince Street
Rochester, NY 14607
Phone: (585) 224-3071 Ext:
Alt. Phone#
Fax: (585) 244-2897
candice_lucas@urmc.rochester.edu

Cancer Services Program of Nassau County

Nassau University Medical Center
2201 Hempstead Turnpike, Box 13
East Meadow, NY 11554
Phone: (516) 572-3300 Ext:
Alt. Phone#
Fax: (516) 572-4828
cmancuso@numc.edu

Cancer Services Program of New York County- Manhattan (South)

American Cancer Society- Hope Lodge NY
132 West 32nd Street, 2nd Floor
New York, NY 10001
Phone: (212) 237-3910 Ext:
Alt. Phone#
Fax: (212) 237-3855
eddy.manzo@cancer.org

Cancer Services Program of Niagara County

Trott Access Building
1001-11th Street
Niagara Falls, NY 14301
Phone: (716) 278-8596 Ext:
Alt. Phone#
Fax: (716) 278-8247
claudia.kurtzworth@niagaracounty.com

Cancer Services Program of Northern Manhattan

Cancer Screening Partnership- Avon Breast
1130 St. Nicholas Avenue
New York, NY 10032
Phone: (212) 851-4517 Ext:
Alt. Phone#
Fax: (212) 851-4530
schmitt@nyp.org

Cancer Services Program of Oneida, Herkimer, and Madison Counties

Adirondack Bank Building
185 Genesee St., 5th Floor
Utica, NY 13501
Phone: (315) 798-5229 Ext:
Alt. Phone#
Fax: (315) 798-5071
whunt@ocgov.net

Cancer Services Program of Onondaga County

421 Montgomery Street, 9th Floor
Syracuse, NY 13202
Phone: (315) 435-3649 Ext:
Alt. Phone#
Fax: (315) 435-2835
JennyDickinson@ongov.net

Cancer Services Program of Ontario, Seneca and Yates Counties

3019 County Complex Drive
Canandaigua, NY 14424
Phone: (585) 396-4343 Ext:
Alt. Phone#
Fax: (585) 396-4551
Christy.richards@co.ontario.ny.us

Cancer Services Program of Orange County

484 Temple Hill Road
Suite 100
New Windsor, NY 12553
Phone: (845) 561-8050 Ext: 19
Alt. Phone#
Fax: (845) 561-1860
catherine@ywca-orangecty.org

Integrated Cancer Services Program - Breast, Cervical and Colorectal Cancer Screening Contractors

Cancer Services Program of Oswego County

239 Oneida Street
Fulton, NY 13069
Phone: (315) 592-0830 Ext: 1455
Alt. Phone#
Fax: (315) 592-0836
Chandville@oco.org

Cancer Services Program of Rensselaer County

American Cancer Society
1 Penny Lane
Latham, NY 12110
Phone: (518) 220-6922 Ext:
Alt. Phone#
Fax: (855) 271-1455
kathy.dicaprio@cancer.org

Cancer Services Program of Richmond County (Staten Island)

242 Mason Avenue
Staten Island, NY 10305
Phone: (718) 226-6447 Ext:
Alt. Phone#
Fax: (718) 226-6142
barbarao'brien@siuh.edu

Cancer Services Program of Saratoga County

201 Church Street
Saratoga Springs, NY 12866
Phone: (518) 580-2041 Ext:
Alt. Phone#
Fax: (518) 584-0466
jstrook@saratogacare.org

Cancer Services Program of Schenectady County

Ellis Medicine
600 McClellan Street
Schenectady, NY 12304
Phone: (518) 347-5760 Ext:
Alt. Phone#
Fax: (518) 347-5063
brodiem@smha.org

Cancer Services Program of South Bronx

Lincoln Medical and Mental Health Center
234 East 149th Street, Rm. 1B1
Bronx, NY 10451
Phone: (718) 579-6347 Ext:
Alt. Phone#
Fax: (718) 579-4744
michelle.joseph@nychhc.org

Cancer Services Program of St. Lawrence County

80 St. Hwy. 310
Suite 2
Canton, NY 13617
Phone: (315) 386-2325 Ext: 3464
Alt. Phone#
Fax: (315) 386-2744
cfield@co.st-lawrence.ny.us

Cancer Services Program of Steuben County

411 Canisteo Street
Homell, NY 14843
Phone: (607) 324-8692 Ext:
Alt. Phone#
Fax: (607) 324-8694
sdegaetano@sjmh.org

Cancer Services Program of Sullivan County

68 Harris Bushville Road
Harris, NY 12742
Phone: (845) 794-3300 Ext: 2625
Alt. Phone#
Fax: (845) 794-7058
fgavin@crmcny.org

Cancer Services Program of the Hudson Valley(Westchester, Rockland, Dutchess, Ulster, Putnam)

55 South Broadway
Tarrytown, NY 10591
Phone: (914) 524-4107 Ext: 62004
Alt. Phone#
Fax: (914) 332-0892
lcassarino@hitcommunityhealth.org

Cancer Services Program of Warren, Washington and Hamilton Counties

Glens Falls Hospital
100 Park Street
Glens Falls, NY 12801
Phone: (518) 926-6571 Ext:
Alt. Phone#
Fax: (518) 926-6580
wwaldron@glensfallshosp.org

Integrated Cancer Services Program - Breast, Cervical and Colorectal Cancer Screening Contractors

Cancer Services Program of Wayne County

Wayne County Public Health Service
1519 Nye Road, Suite 200
Lyons, NY 14489
Phone: (315) 946-5749 Ext:
Alt. Phone#
Fax: (315) 946-5762
lOdel@co.wayne.ny.us

Cancer Services Program of Western Queens

80-02 Kew Gardens Road, Suite 400
Kew Gardens, NY 11415
Phone: (718) 261-1092 Ext: 5537
Alt. Phone#
Fax: (866) 310-1819
shirvahn.gobin@cancer.org

Cancer Services Program of Western Suffolk County

1000 Montauk Highway
West Islip, NY 11795
Phone: (631) 969-8328 Ext:
Alt. Phone#
Fax: (631) 224-8658
paulette.schwartz@chsli.org

Attachment 2 - Service Areas

Service Area A

Service Area	FOR EXISTING CONTRACTORS 9 Month Pro- Rated Infrastructure Contract Value* (7/1/2013- 3/31/2014)	FOR NEW CONTRACTORS 9 Month Pro- Rated Infrastructure Contract Value* (7/1/2013- 3/31/2014)	FOR EXISTING AND NEW CONTRACTORS 9 Month Clinical Services Contract Value* (State and HRI)	Estimated Number of People To Be Screened for 9 Month Period
Albany	\$127,500	\$104,833	\$149,203	400
Allegany/Cattaraugus	\$127,500	\$104,833	\$153,179	400
Broome/Chenango/Tioga	\$150,000	\$123,333	\$161,082	470
Cayuga	\$82,500	\$67,833	\$73,124	208
Chautauqua	\$105,000	\$86,333	\$94,325	263
Chemung/Schuyler	\$82,500	\$67,833	\$76,071	208
Clinton	\$82,500	\$67,833	\$72,489	208
Columbia/Greene	\$105,000	\$86,333	\$97,108	253
Cortland/Tompkins	\$82,500	\$67,833	\$77,985	208
Delaware/Otsego/Schoharie	\$127,500	\$104,833	\$143,409	400
Erie	\$187,500	\$154,167	\$316,266	881
Franklin/Essex	\$105,000	\$86,333	\$97,401	263
Fulton/Montgomery	\$105,000	\$86,333	\$96,792	263
Genesee/Orleans	\$82,500	\$67,833	\$75,919	208
Hamilton/Warren/Washington	\$127,500	\$104,833	\$126,051	400
Jefferson/Lewis	\$127,500	\$104,833	\$152,624	400
Livingston/Wyoming	\$82,500	\$67,833	\$75,850	208
Monroe	\$187,500	\$154,167	\$331,528	881
Nassau	\$225,000	\$185,000	\$351,787	938
Niagara	\$150,000	\$123,333	\$184,299	470
Oneida/Herkimer/Madison	\$187,500	\$154,167	\$352,204	881
Onondaga	\$187,500	\$154,167	\$317,306	881
Ontario/Seneca/Yates	\$127,500	\$104,833	\$153,507	400
Orange	\$187,500	\$154,167	\$336,441	846
Oswego	\$105,000	\$86,333	\$95,445	263
Rensselaer	\$105,000	\$86,333	\$95,194	263
Saratoga	\$127,500	\$104,833	\$154,928	400

Service Area	<u>FOR EXISTING CONTRACTORS</u> 9 Month Pro-Rated Infrastructure Contract Value* (7/1/2013-3/31/2014)	<u>FOR NEW CONTRACTORS</u> 9 Month Pro-Rated Infrastructure Contract Value* (7/1/2013-3/31/2014)	<u>FOR EXISTING AND NEW CONTRACTORS</u> 9 Month Clinical Services Contract Value* (State and HRI)	Estimated Number of People To Be Screened for 9 Month Period
Schenectady	\$105,000	\$86,333	\$84,338	263
St. Lawrence	\$105,000	\$86,333	\$89,256	263
Steuben	\$82,500	\$67,833	\$76,613	208
Suffolk County (East)	\$187,500	\$154,167	\$293,420	783
Suffolk County (West)	\$187,500	\$154,167	\$304,742	783
Sullivan	\$82,500	\$67,833	\$80,309	199
Wayne	\$82,500	\$67,833	\$77,467	208

* Contract values based on anticipated funding amounts, contingent upon State and Federal appropriations.

Service Area B

Service Area	FOR EXISTING CONTRACTORS 9 Month Pro-Rated Infrastructure Contract Value (7/1/2013- 3/31/2014)	FOR NEW CONTRACTORS 9 Month Pro-Rated Infrastructure Contract Value (7/1/2013- 3/31/2014)	FOR EXISTING AND NEW CONTRACTORS 9 Month Clinical Services Contract Value≠* (State and HRI)	Estimated Number of People To Be Screened for 9 Month Period
Bronx	\$375,833	\$339,166	\$1,215,277	2,756
Hudson Valley	\$506,250	\$416,250	\$1,376,129	3,651
Kings (Brooklyn)	\$392,917	\$354,584	\$1,214,934	2,873
New York (Manhattan)	\$392,917	\$354,584	\$1,093,719	2,891
Queens	\$392,917	\$354,584	\$1,100,017	2,915
Richmond (Staten Island)	\$206,250	\$169,583	\$356,790	863

≠This represents the anticipated amount to be available for provision of clinical services for eligible clients, per service area. The funds will NOT be included in contracts to the successful Component B awardees, but will instead be directly reimbursed to clinical service providers who render the services, payable either by the State and HRI or by their fiscal agent.

* Contract values based on anticipated funding amounts, contingent upon State and Federal appropriations.

Attachment 3 - Maximum Allowable Reimbursement Schedule

NYS Department of Health Cancer Services Program Maximum Allowable Reimbursement Schedule 4/1/2012 - 4/30/2014 *

← Medicare Regions →

Breast/Cervical Procedures	Indus Procedure Codes	Guiding CPT Code(s)***	Upstate 13282-99	Manhattan 13202-01	Rest of Metro 13202-02	Hudson Valley 13202-03	Queens 13292-04
Screening mammogram - bilateral (film or digital) **	SIF	77057	\$87.58	\$87.58	\$87.58	\$87.58	\$87.58
Screening mammogram - bilateral diagnostic (film or digital) **	SIF	77056	\$110.15	\$115.01	\$118.61	\$110.15	\$117.81
Screening mammogram - unilateral diagnostic (film or digital) **	SIF	77055	\$87.20	\$89.87	\$92.65	\$87.20	\$92.06
Assessment, education and CBE	SIF	99201	\$36.39	\$43.16	\$44.30	\$40.01	\$44.17
Assessment, education and pelvic exam with Pap test	SIF	99201	\$36.39	\$43.16	\$44.30	\$40.01	\$44.17
Repeat CBE	2	Half of 99201	\$18.20	\$21.58	\$22.15	\$20.01	\$22.09
Diagnostic mammogram - unilateral (film or digital) **	1	77055	\$87.20	\$89.87	\$92.65	\$87.20	\$92.06
Diagnostic Breast ultrasound	4	76645	\$84.43	\$102.46	\$106.07	\$94.40	\$105.15
Fine needle aspiration biopsy without image guidance	29	10021	\$123.53	\$149.92	\$154.86	\$138.30	\$154.24
Fine needle aspiration biopsy with image guidance	7	10022	\$116.39	\$139.68	\$143.90	\$129.13	\$143.26
Pre-operative ultrasonic needle localization and wire placement	22	76942+19290	\$311.18	\$377.65	\$391.02	\$347.92	\$387.55
Core biopsy	8	19100	\$124.50	\$151.83	\$156.99	\$139.95	\$156.43
Incisional biopsy	9	19101	\$283.66	\$345.46	\$356.89	\$318.63	\$356.06
Excisional biopsy	10	19120	\$405.38	\$491.87	\$506.80	\$454.42	\$507.41
Stereotactic biopsy procedures- with standard core biopsy	16	77031+19100+ 19295 +76098	\$340.48	\$414.71	\$428.60	\$384.05	\$426.05

NYS Department of Health Cancer Services Program
Maximum Allowable Reimbursement Schedule 4/1/2012 - 4/30/2014 *

← Medicare Regions →

Breast/Cervical Procedures	Indus Procedure Codes	Guiding CPT Code(s)***	Upstate 13282-99	Manhattan 13202-01	Rest of Metro 13202-02	Hudson Valley 13202-03	Queens 13292-04
Stereotactic biopsy procedures with vacuum assisted rotating device	28	77031+19103+ 19295+76098	\$682.50	\$826.63	\$854.67	\$762.25	\$848.68
Pre-operative mammographic needle localization and wire placement	15	77032+19290	\$182.23	\$218.48	\$225.16	\$201.94	\$223.90
Colposcopy without biopsy	52	57452	\$92.95	\$111.19	\$114.12	\$103.02	\$114.31
Colposcopy with cervical biopsy and ECC	66	57454	\$134.42	\$156.81	\$160.71	\$145.44	\$161.26
Colposcopy with one or more cervical biopsies	53	57455	\$122.45	\$146.65	\$177.41	\$135.86	\$150.84
Colposcopy with ECC	67	57456	\$115.81	\$138.83	\$142.56	\$128.58	\$142.81
Endometrial biopsy	68	58100	\$93.92	\$112.59	\$115.60	\$104.29	\$115.83
Vacuum-assisted biopsy with US guidance	25	19103+76942	\$640.04	\$777.95	\$805.00	\$716.67	\$716.67
High Risk HPV DNA Hybrid Capture 2 or Cervista HR	65	87621	\$49.71	\$49.71	\$49.71	\$49.71	\$49.71
Pap smear cytology, conventional	SIF, 61	88164	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97
Pap smear cytology, liquid based prep	SIF, 71	88142	\$26.24	\$28.70	\$28.70	\$28.70	\$28.70
Fluid cytology, Breast and nipple (Not vaginal / cervical)	11,14	88173	\$119.39	\$141.15	\$144.90	\$130.84	\$144.15
Diagnostic LEEP/LEETZ	56	57461	\$277.76	\$335.69	\$346.05	\$310.10	\$345.37
Diagnostic Cone Biopsy- Cold knife or Laser	CKC 57, LC 58	57520	\$262.17	\$314.32	\$322.86	\$291.08	\$323.28
Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc.	69	APC 0193	\$1,299.79	\$1,299.79	\$1,299.79	\$1,299.79	\$1,299.79
Article 28 Facility Fee - Core Biopsy	23	APC 0005	\$513.50	\$513.50	\$513.50	\$513.50	\$513.50
Article 28 Facility Fee - Incisional/Excisional Biopsy	24	APC 0028	\$1,605.79	\$1,605.79	\$1,605.79	\$1,605.79	\$1,605.79
Colorectal Procedures							
FOBT Kit Processing	SIF	82270	\$4.61	\$4.61	\$4.61	\$4.61	\$4.61
FIT	SIF	82274	\$17.64	\$22.53	\$22.53	\$22.53	\$22.53

**NYS Department of Health Cancer Services Program
Maximum Allowable Reimbursement Schedule 4/1/2012 - 4/30/2014 ***

← Medicare Regions →

Breast/Cervical Procedures	Indus Procedure Codes	Guiding CPT Code(s)***	Upstate 13282-99	Manhattan 13202-01	Rest of Metro 13202-02	Hudson Valley 13202-03	Queens 13292-04
Colonoscopy	36	45378	\$340.38	\$411.78	\$424.95	\$380.15	\$423.38
Colonoscopy w/biopsy single or multiple	37	45380	\$406.71	\$491.30	\$506.83	\$453.67	\$504.93
Colonoscopy w/removal of tumor(s), polyp(s) by hot biopsy	38	45384	\$403.34	\$486.78	\$501.87	\$449.68	\$500.39
Colonoscopy w/removal of tumor(s), polyp(s) by snare technique	39	45385	\$457.74	\$552.06	\$569.12	\$510.04	\$567.36
Sigmoidoscopy	32	45330	\$120.99	\$147.04	\$152.13	\$135.51	\$151.11
Sigmoidoscopy with polypectomy	33	45333	\$256.87	\$313.37	\$324.65	\$288.53	\$322.25
Flexible sigmoidoscopy with biopsy	34	45331	\$144.76	\$ 176.13	\$ 182.28	\$ 162.29	\$ 181.08
Radiological exam; colon, barium enema	35	74270	\$ 135.34	\$ 164.65	\$ 170.67	\$ 151.57	\$ 168.97
2nd Technique- Colonoscopy dir bx	50	n/a	\$ 82.22	\$ 98.27	\$ 100.99	\$ 90.98	\$ 100.85
Article 28 Facility Fee - Colonoscopy	49	APC 0158	\$ 523.18	\$ 523.18	\$ 523.18	\$ 523.18	\$ 523.18
Article 28 Facility Fee - Sigmoidoscopy	48	APC 0146	\$ 392.22	\$ 392.22	\$ 392.22	\$ 392.22	\$ 392.22
Other Procedures							
Surgical consultation	3, 54, 43	99203	\$ 89.92	\$ 106.11	\$ 108.63	\$ 98.54	\$ 108.61
Anesthesiologist fee	18, 70, 41	n/a	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Chest X-ray	19, 62, 45	71020	\$ 26.36	\$ 31.79	\$ 32.84	\$ 29.34	\$ 32.60
CBC - Complete Blood Count pre-operative testing	21, 64, 47	85025	\$ 10.95	\$ 11.02	\$ 11.02	\$ 11.02	\$ 11.02
EKG	20, 63, 46	93000	\$ 16.20	\$ 19.48	\$ 20.08	\$ 18.00	\$ 19.99
Surgical pathology - Level IV	12, 59, 42	88305	\$ 90.63	\$ 108.48	\$ 111.87	\$ 100.24	\$ 110.98

* Reimbursement rates are the higher of either 90% of the NY regional Medicare rate or the NYS Medicaid fee.

** NYS provides reimbursement for digital mammography and or mammography with CAD at the conventional film rate

*** These CPT codes are for reference only. Reimbursement is not limited to these CPT codes. Other CPT codes that fulfill the service/procedure as listed may also be reimbursed at these rates.

Attachment 4 - Attestation

*Attestation of Applicant Organization Compliance
with Minimum Eligibility Requirements*

I certify that the information contained in this application in response to RFA# 1209120315, Integrated Breast, Cervical and Colorectal Cancer Screening Programs, is true and correct. I understand and agree that, at any time, the State or Health Research, Inc. may review all records and documentation necessary to ensure compliance with the requirements of the contract and that any monies found to have been expended which are not in compliance with the terms and conditions of the contract may be recouped by the State or Health Research, Inc.

I further agree that the applicant organization will:

- comply with all requirements of the RFA including all appendices;
- abide by all provisions of the contract, including Appendices A-2 and A-3 (A-2b and A-2b for Component B applicants), that are not otherwise discussed in the work plan developed as a response to this RFA;
- implement all activities as per the Cancer Services Program Operations Manual and other communications from the NYSDOH; and,
- implement new screening, diagnostic and treatment technologies as they are adopted by the NYSDOH throughout the course of the five-year contract period.

Signature of Organization Official: _____

Print/Type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 5 - NYS DOH Healthy Meeting Guidelines

Vendor Information for New York State Department of Health Meetings

Food Guidelines

The following are general guidelines that the NYS Department of Health will use when planning meals for conferences. The Department feels it is important to provide healthy food choices to reinforce the messages that we give about healthy eating. We hope that this information will help you work with us as these events are scheduled.



General Guidelines:

Offer low calorie and low fat foods and/or small portions (e.g. bagels cut in halves or quarters). Always offer vegetables, fruit and low fat milk. Include a vegetarian option at all meals. Provide pitchers and/or bottles of water. For dessert if serving one, provide fresh fruit, fruit crisps or small cookies.

Break Suggestions (am and pm):

- Bagels with low fat cream cheese or jams - cut bagels in halves or quarters
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads instead of Danish, croissants or doughnuts
- Raw vegetables with low fat dip or fresh or dried fruit
- Low fat yogurt
- Low salt pretzels or lightly seasoned popcorn
- Low fat milk or evaporated skim milk for coffee

Lunch/Dinner Suggestions:

Appetizers/First Course

- Raw vegetables with low fat dip and fresh fruits
- Salads with low fat salad dressing on the side
- Soups that are vegetarian broth-based or creamed from pureed vegetables or evaporated skim milk

Entrees

- Sandwich platters - cut sandwiches in half so people can take smaller portions. Offer low fat mayonnaise as a condiment on the side. Use whole grain breads.
- Pasta dishes made with part skim mozzarella and part skim ricotta cheese (e.g. pizza, lasagna). Serve pasta with tomato or other vegetable based sauce rather than cream sauces.
- Meat servings limited to a 4 ounce portion (fresh seafood, skinless poultry, lean beef-eye of round, London broil).
- Baked potatoes with low fat or vegetable toppings on the side.
- Salads with dark green lettuces; spinach; beans and peas; grilled, lean meat and low fat cheeses.

Accompaniments:

- Use a combination of low fat mayonnaise and plain yogurt for potato salads, etc.
- Serve at least two vegetables with each meal, and avoid butter or cream sauces.
- Avoid fried foods.
- Provide raw vegetables or pretzels instead of potato chips or french fries.
- Include whole grain breads and rolls.

Attachment 6 - Comprehensive Health Foods Policy Status and Intent Attestation

Check the box that most accurately characterizes the applicant organization:

- ☐ The organization provides or makes food available to staff or visitors and has or agrees to develop and implement a comprehensive health foods policy, including healthy meeting guidelines, within one year of the start date of this contract.

---or---

- ☐ The organization does not provide or make available food to staff or visitors and will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

---or---

- ☐ The organization has a combination of practices when providing or making food available to staff or visitors. The organization has or agrees to develop and implement a comprehensive healthy foods policy, including healthy meeting guidelines, within one year of the start date of this contract for food provided or made available to staff or visitors. The organization will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

In every instance, the organization will work with onsite or retained food vendors to adapt food offerings to be consistent with the healthy meeting guidelines and/or a comprehensive healthy foods policy over time.

Signature of Organization Official: _____

Print/Type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 7 - Sample Strategies

*Sample Population-Based Policy, Systems and Environmental Change Strategies to Increase the Demand for Cancer Screening Examples**

Screening Promotion Activities: Partnerships, Coordination and Collaboration	
1.	Partner with community-based organizations and businesses (small business engagement) to promote cancer screening (e.g., churches, barbershops, beauty salons, libraries, etc.)
2.	Partner with chronic disease programs to promote cross-collaboration and reciprocal referral systems
Screening Promotion Activities: Public Education and Targeted Outreach	
3.	Develop and implement a plan to distribute the CSP Resource Guide to: <ul style="list-style-type: none"> • Other local chronic disease programs • Health insurance plans • Providers • Worksite wellness coordinators • Community partners (e.g., faith-based organizations, non-profit organizations, local health departments, etc.)
4.	Develop and implement a plan to issue press releases and share articles with partner organizations for inclusion in their newsletters
5.	Develop and implement a social media plan utilizing Facebook and Twitter to engage partners, providers, and the public
6.	Develop and implement a small media plan to promote evidenced-based/tested messages using CSP templates, Make It Your Own (MIYO) and <i>Screen for Life</i> materials among partner organizations
7.	Work with community partners to offer and/or provide group education sessions to community groups and organizations using CSP Power Point templates to provide education regarding the need for screening, the intention to be screened, the risk/benefits of screening and screening intervals
8.	Partner with patient navigators, community health workers or other partners to provide one-on-one education to increase knowledge or influence attitudes and beliefs regarding the need for screening
9.	Utilize targeted media campaigns developed by the NYSDOH/CDC to promote cancer screening among the general population, in disparate populations and/or on ethnic media stations: <ul style="list-style-type: none"> • Right to Know • Screen for Life • Breast • Cervical
Provider/Health Systems Activities	
10.	Promote use of cancer screening reminders by partnering with providers or community partners to conduct a mailing to individuals who are age-appropriate for cancer screening
11.	Partner with clinical providers to develop systems/protocols to ensure all clients receive comprehensive screening as appropriate (e.g., recommend and develop a work flow document to outline effective systems)
12.	Work with providers to promote practice-based system changes designed to increase cancer screening
13.	Implement screening/mobile mammography events to increase access to screening and diagnosis and treatment services (see screening event guide)
14.	Work with clinical service providers to promote use of provider reminder and recall systems
15.	Provide assessment and feedback to providers to support breast, cervical and colorectal cancer screening (e.g., monthly/quarterly CSP screening data)
16.	Provide professional development/education to promote guideline concordant cancer screening/care (e.g., promote public health live broadcast- "Promoting Cancer Screening: Office Systems for Success," distribute and review 2012 cervical cancer screening guidelines and public education materials)
Policy Change Activities	
17.	Encourage worksite policies that support preventive care (e.g., time off for breast, cervical and colorectal cancer screening)
18.	Work with providers to develop and implement office-based policies to support breast, cervical and colorectal cancer screening

*Examples and not an exhaustive list

Attachment 8 - Program Performance Measures

NYSDOH Cancer Services Program

Program Performance Measures

No.	Performance Measure Description	Goal
1	Percent of screening mammogram clients age 50 and older	≥ 75%
2	Percent of initial program-funded Pap tests for women rarely or never screened for cervical cancer	≥ 20%
3	Percent of women rescreened by mammogram within 24 months	≥ 60%
4	Percent of clients who are male	≥ 20%
5	Percent of clients rescreened by fecal test within 10-14 months	≥ 60%
6	Percent of clients age 50 to 64	≥ 75%
7	Percent of women age 50 and older with comprehensive cancer screening	≥ 50%
8	<i>PM removed</i>	
9	Percent of eligible population screened in each county	≥ 20%
10	Percent of abnormal cervical screenings with timely follow-up	≥ 75%
11	Percent of abnormal breast screenings with timely follow-up	≥ 75%
12	Percent of abnormal colorectal screenings with timely follow-up	≥ 75%
13	Percent of eligible clients enrolled in the Medicaid Cancer Treatment Program	≥ 90%
14	Percent of Screening Intake Forms with timely submission	≥ 85%
15	Percent of Follow-Up Forms with timely submission	≥ 85%
16a	Percent of federal clinical service funds expended	≥ 95%
16b	Percent of state clinical service funds expended	≥ 95%

Attachment 9 - Start-up Checklist

New York State Department of Health (NYSDOH) Cancer Services Program (CSP) Contract Start-up Checklist

Under the direction of the NYSDOH, contractors must complete all transition and start-up activities prior to initiation of cancer screening services, per the checklist below. All activities should be initiated beginning July 1, 2013 and completed no later than October 31, 2013. Please sign and submit the completed checklist to your Regional Manager (RM).

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
1.	<input type="checkbox"/>	Hire a qualified staffing structure, addressing all required functions.				
2.	<input type="checkbox"/>	Complete contact information form (to be provided by the NYSDOH) for all staff. Submit to your designated NYSDOH RM as soon as staff is hired.				
3.	<input type="checkbox"/>	Complete NYSDOH CSP orientation training: -One day training in Albany -Web-based training sessions -In person trainings as required				
4.	<input type="checkbox"/>	If applicable, meet with former contractor staff to: -Review provider network and credentialing workbook and obtain provider contact information (name, address, phone number, email) -Transfer any other than personnel service (OTPS) items such as equipment, incentives, gift cards or promotional items purchased with NYSDOH funds as applicable -Develop a plan with a timeline to ensure existing clients are offered timely screening and diagnostic services, referrals to treatment and assistance enrolling in the MCTP. Plan and timeline must detail: --The transfer of all client information including incomplete Screening Intake Form, Follow up				

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
		Form, client consent, medical reports and case management notes for all clients "in process". Clients "in process" are defined as clients who received or are scheduled to receive screening or diagnostic services that have yet to be submitted and accepted on the Indus, secure on-line data system --Transfer client calls to the new contracting agency				
5.	<input type="checkbox"/>	Identify clinical providers to adequately meet the needs of the service region for breast, cervical and colorectal cancer screening, diagnostic services and treatment referrals. Conduct needs assessment of current clinical service providers. Evaluate providers and services to determine gap(s) in service, need for additional providers and/or need to reduce providers. Primary care Federally Qualified Health Centers Hospitals Gastroenterologists Labs Surgeons Anesthesia Pathology Article 28 Radiologists CLIA waived provider office to develop fecal tests Urologists				
6.	<input type="checkbox"/>	Develop and send a letter to all participating providers notifying them of the new contracting organization for the CSP in your service area (if applicable).				

	Check if Completed	To Do:	Timeframe	Person Responsible	Date Completed	Notes
7.	<input type="checkbox"/>	Ensure that written provider agreements are obtained from all network providers within two months of initiation of contract.				
8.	<input type="checkbox"/>	Complete and submit Provider Credentialing workbook as provided by NYSDOH.				
9.	<input type="checkbox"/>	Under direction of your RM, develop and document the system with each participating provider for enrolling CSP clients for comprehensive screening services, communicating with providers, collecting and entering program data, case management and reimbursement and reconciliation of payment for services rendered.				
10.	<input type="checkbox"/>	Develop and send a letter to all community-based partners notifying them of the new contracting organization for the CSP in your service area (if applicable).				

Please sign and submit the completed checklist to your Regional Manager prior to initiating cancer screening services.

Contracting Organization Representative

Date Signed

Program Coordinator Signature

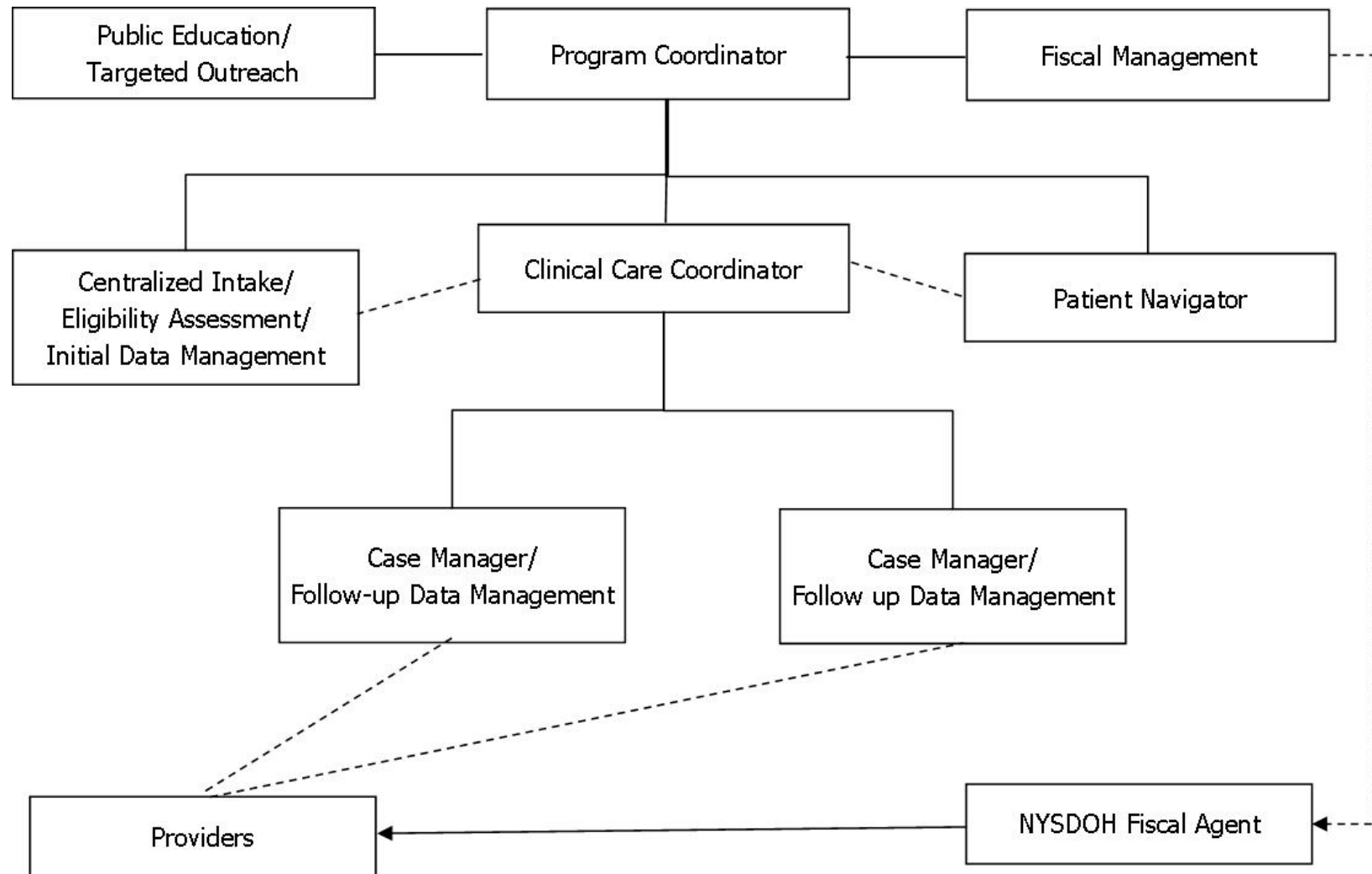
Date Signed

Regional Manager Signature

Date Signed

Attachment 10 - Sample Staffing Pattern

Component B – Sample Staffing Pattern



Attachment 11 - Application Checklist

Applicant

Organization: _____

Region to be

Served: _____

Note that this checklist is a tool for application planners and is not required to be submitted with the application.

- ☐ Signed original Application Cover page, completed and attached to the full application, plus three (3) additional copies of the Application Cover Page ([Attachment 12](#)) and full application (including appendices) are enclosed.
- ☐ Application meets all formatting requirements as stated in Section IV, B (Completing the Application, Application Format).
- ☐ Narrative addresses the entire contract period (July 1, 2013 through March 31, 2018); work plan and budget address the first contract period (July 1, 2013 through March 31, 2014).
- ☐ Work plan, budget and budget justification templates (RFA Attachments [13](#) and [15](#)) are completed and included with the application.
- ☐ Letters of collaboration and letters of support are included and are counted toward the application page limit.
- ☐ Signed Attestation of Applicant Organization Compliance with RFA Minimum Requirements is included as an attachment. ([Attachment 4](#))
- ☐ Signed Vendor Responsibility Attestation is included as an attachment. ([Attachment 17](#))
- ☐ Signed Comprehensive Healthy Foods Policy Status and Intent Attestation is included as an attachment. ([Attachment 6](#))
- ☐ Where applicable, a list of the applicant organizations current Board of Directors, including their affiliations and credentials, is included as an attachment.
- ☐ An organizational chart is included as an attachment
- ☐ Resumes for the Program Coordinator and other key staff, and/or job descriptions/postings are included as attachments.
- ☐ **Suffolk County Applicants:** include a map indicating the proposed service region within the county.

Attachment 12 - Application Cover Page

Integrated Breast, Cervical and Colorectal Cancer Services Program

RFA #1209120315

Title of Project:_____

Region to be Served:_____

Name of Applicant Organization:_____

Type of Organization:_____

Applicant Organization Address_____

City_____ **State**_____ **Zip**_____

Name of Project Director:_____

Title:_____

Address:_____

E-Mail (Required):_____

Telephone:_____ **Fax:**_____

Signature:_____

Name of Individual Authorized to Sign the Contract:_____

Title:_____

Address:_____

E-Mail (Required):_____

Telephone:_____ **Fax:**_____

Signature:_____

Date Signed:_____

Total State Funds Requested:_____

NYS Charity Registration #:_____

New York State Vendor ID #:_____

Dunn and Bradstreet #: _____

Attachment 13 - Work Plan Template

(See Work Plan Template posted as a Fill-in Word document along with this RFA)

Attachment 14 - Work Plan Template Instructions

Applicants should complete a detailed work plan for the first nine months of the grant period that addresses activities proposed for accomplishing all required deliverables per the scope of work. There are five required goals included in the work plan. Required objectives have been developed for each goal. In addition, contractors are required to complete all transition and start-up activities prior to initiation of cancer screening services, per the Contractor Start-up Checklist ([Attachment 9](#)).

The Year End Report column does not need to be completed at this time; successful awardees will use that tab to complete required reports.

General Instructions:

- The work plan should cover the nine-month period, July 1, 2013 – March 31, 2014.
- The NYSDOH CSP has provided required objectives for each goal that focus on the implementation and evaluation of required program deliverables and are consistent with the scope of work and performance measures monitored by the CSP.
- Applicants have the option to add objectives and activities that will assist the program to meet established goals.
- Complete the activities column to detail the activities that will be implemented to fulfill each of the required objectives.

Definitions to aid in completion of each column in the template are provided here:

Activities planned to achieve this objective –Activities are specific tasks undertaken by a program to meet the stated objectives and ultimately fulfill the goal.

Ask: To meet the objectives, what action is needed? What else might work? Do we have the resources to do this?

Staff member(s) responsible – Identify individual staff or partners responsible for specific tasks within each activity. Include reference to any partners by organization, as appropriate (e.g., ACS, My County Hospital, etc.)

Completed by (month & year) – These are the dates (e.g., by month, quarter) for assessing progress. Timeframes should include regularly scheduled, periodic check-in points for assessing progress in addition to start and end dates. Use established timeframes to help organize activities, such as prep work for “Screening Day” activities.

Ask: What activities need to come first? When do we plan to have this finished?

Attachment 15 - Budget and Budget Justification Templates

(See Budget and Budget Justification Templates posted as an Excel file along with this RFA)

Attachment 16 - *Sample* Letter of Interest

or

Letter to Receive Notification of RFA Updates and Modifications

Ms. Amy Yost
Health Program Administrator
Bureau of Chronic Disease Control
New York State Department of Health
150 Broadway, Room 350
Menands, NY 12204

Re: Integrated Breast, Cervical and Colorectal Cancer Services Programs
RFA # 1209120315

Dear Ms. Yost:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request
(*please check one*):

- ☐ That our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: www.health.ny.gov/funding.

E-mail address: _____

---or---

- ☐ That our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYSDOH, Bureau of Chronic Disease Control by the date stated in the RFA.

Sincerely,

Attachment 17 - Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- ☐ An on-line Vendor Responsibility Questionnaire has been updated or created at the Office of the State Comptroller's (OSC) website: <https://portal.osc.state.ny.us> within the last six months.

---or---

- ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/Type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 18 - General Terms and Conditions - Health Research Incorporated Contracts

1. Term

This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. Allowable Costs/Contract Amount

- a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
- b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
- c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incidentally or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
- d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations

- a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:

- Insurance Certificates pursuant to Article 9;
- A copy of the Contractor's latest audited financial statements (including management letter if requested);
- A copy of the Contractor's most recent 990 or Corporate Tax Return;
- A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
- A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been

reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination

Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the NYS Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the

subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.

- 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor." This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

11. Title

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality

Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may **receive** information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination

Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names

Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc., the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this

Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.

- 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (nondiscrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
 - Criminal Penalties for Acts Involving Federal Health Care Programs- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
 - Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
 - Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor

agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

- Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.
- Clean Air Act Compliance - If this contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

19. Required Federal Certifications

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
- k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment 19 - Standard Grant Contract with Appendices

Posted separately with this RFA

Attachment 20 - NYS Office of the State Comptroller Substitute W-9

Posted separately with this RFA